

WHEN RECORDED MAIL TO:



SOWDER, JOSEPH T

Record and Return To:
Fiserv Lending Solutions
P.O. BOX 2590
Chicago, IL 60690

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

20081711519310



REGIONS

MODIFICATION OF MORTGAGE



DOC48002000000043271300002836580000000

THIS MODIFICATION OF MORTGAGE dated June 30, 2008, is made and executed between JOSEPH T SOWDER, whose address is 2200 INDIAN CREST DR, PELHAM, AL 35124; KAREN C SOWDER, whose address is 2200 INDIAN CREST DR, PELHAM, AL 35124; husband and wife (referred to below as "Grantor") and Regions Bank, whose address is 2653 Valleydale Road, Birmingham, AL 35244 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated March 16, 2007 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED ON 04/03/2007 IN THE OFFICE OF THE JUDGE OF PROBATE COURT FOR SHELBY COUNTY, ALABAMA INST# 20070403000149380.

REAL PROPERTY DESCRIPTION. The Mortgage covers the following described real property located in SHELBY County, State of Alabama:

See EXHIBIT A, which is attached to this Modification and made a part of this Modification as if fully set forth herein.

The Real Property or its address is commonly known as 2200 INDIAN CREST DR, PELHAM, AL 35124.

MODIFICATION. Lender and Grantor hereby modify the Mortgage as follows:

The Credit Limit or maximum principal indebtedness secured by the Mortgage (excluding finance charges, any temporary overages, other charges and any amounts expended or advanced as provided in the Mortgage) is hereby increased from \$200000 to \$225000.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Mortgage as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Mortgage (the "Note"). It is the intention of Lender to retain as liable all parties to the Mortgage and all parties, makers and endorsers to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Mortgage does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED JUNE 30, 2008.

THIS MODIFICATION IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS MODIFICATION IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.

GRANTOR:

x Joseph T Sowder (Seal)
JOSEPH T SOWDER

x Karen C Sowder (Seal)
KAREN C SOWDER

LENDER:

REGIONS BANK

x Susan L. Wilkes (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

Name: Lekesia Lilly
Address: P.O. BOX 830721
City, State, ZIP: BIRMINGHAM, AL 35283

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Alabama)
) SS
COUNTY OF Shelby)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **JOSEPH T SOWDER** and **KAREN C SOWDER**, husband and wife, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of said Modification, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 30th day of June, 20 08.

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPRES: OCT. 24, 2010
BONDED THRU NOTARY PUBLIC UNDERWRITERS

Laura Galt
Notary Public

My commission expires _____

LENDER ACKNOWLEDGMENT

STATE OF Alabama)
) SS
COUNTY OF Shelby)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Susan L. Wilkes Regions Bank a corporation, is signed to the foregoing Modification and who is known to me, acknowledged before me on this day that, being informed of the contents of said Modification of Mortgage, he or she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 30th day of June, 20 08.

MY COMMISSION EXPIRES JUNE 9, 2012

Jane Ballard
Notary Public

My commission expires _____


20080728000301620 2/3 \$54.50
Shelby Cnty Judge of Probate, AL
07/28/2008 09:05:52AM FILED/CERT

I175B728


20080728000301620 3/3 \$54.50
Shelby Cnty Judge of Probate, AL
07/28/2008 09:05:52AM FILED/CERT

SCHEDULE A

THE FOLLOWING REAL PROPERTY SITUATE IN COUNTY OF SHELBY AND STATE OF ALABAMA DESCRIBED AS FOLLOWS:

PART OF THE SOUTHWEST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$, SECTION 21, TOWNSHIP 19 SOUTH, RANGE 2 WEST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTHWEST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ OF SAID SECTION 21, AND FROM THE EAST CORNER THEREOF TURN 46 DEGREES 08 MINUTES NORTHWESTERLY AND RUN NORTHWARDLY FOR A DISTANCE OF 17.39 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG THE LAST DESCRIBED COURSE FOR A DISTANCE OF 610.74 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF INDIAN CREST ROAD; THENCE 89 DEGREES 49 MINUTES 00 SECONDS AND RUN EASTERLY ALONG SAID RIGHT OF WAY FOR A DISTANCE OF 105.15 FEET TO THE POINT OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1146.24 FEET AND AN INTERSECTION ANGLE OF 9 DEGREES 24 MINUTES, THENCE RUN ALONG THE ARC OF SAID CURVE EASTERLY FOR A DISTANCE OF 186.05 FEET; THENCE 106 DEGREES, 54 MINUTES 22 SECONDS, RIGHT FROM THE TANGENT OF SAID CURVE AND RUN SOUTHEASTERLY FOR DISTANCE OF 654.13 FEET TO THE POINT OF BEGINNING.

PARCEL ID: 10-5-21-0-001-030-001

PROPERTY ADDRESS: 2200 INDIAN CREST DR