



GAMEL, JOHN W

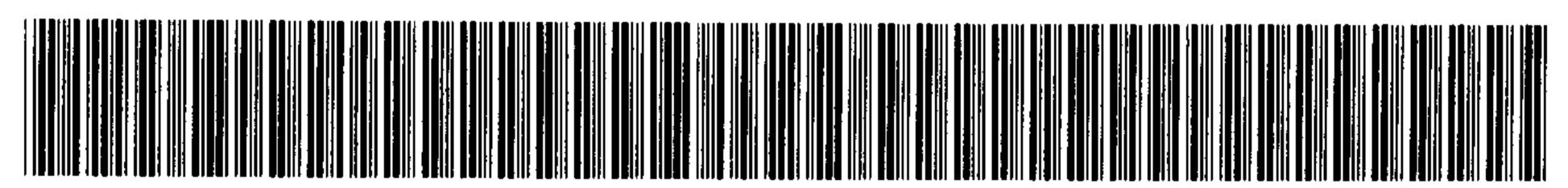
Record and Return To: Fisery Lending Solutions P.O. BOX 2590 Chicago, IL 60690

20081821628330

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY



## **MODIFICATION OF MORTGAGE**



\*DOC48002000000043271300004058970000000\*

THIS MODIFICATION OF MORTGAGE dated July 10, 2008, is made and executed between JOHN W GAMEL, whose address is 100 GRIFFIN DR, HELENA, AL 350803642; DEBORAH C GAMEL, whose address is 100 GRIFFIN DR, HELENA, AL 350803642; husband and wife (referred to below as "Grantor") and Regions Bank, whose address is 4915 Highway 17, Helena, AL 35080 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated June 19, 2007 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

MTG DATED 06-19-2007 RECORDED 07-30-2007 IN SHELBY CO, AL INSTR: 20070730000352940.

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 100 GRIFFIN DRIVE, HELENA, AL 350800000.

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 \$25000 to \$35000.

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 JULY 10, 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 SOHN W GAMEL

\_\_\_(Seal)

DEBORAH C GAMEL

\_(Seal)

LENDER:

**REGIONS BANK** 

Authorized Signer

(Seal)

This Modification of Mortgage prepared by:

Name: Tameka Fikes

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

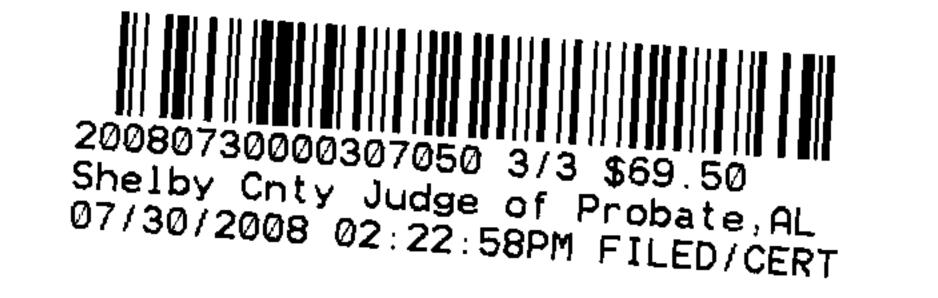
## Loan No: 004327130000405897

## MODIFICATION OF MORTGAGE (Continued)

Page 2

INDIVIDUAL ACKNOWLEDGMENT	
STATE OF <u>Alabama</u> )	2008073000030/050 2/3 \$05.00 2008073000030/050 2/3 \$05.00 2008073000030/050 2/3
country of Shellery )	97/30/2008 02:22:58PM FILED/CER
I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that JOHN, husband and wife, whose names are signed to the foregoing instrument, and who are known to me, that, being informed of the contents of said Modification, they executed the same voluntarily on the day the	acknowledged before me on this day
Given under my hand and official seal this day of day of	mellihate
My Commission Expires	otary Public
My commission expires <u>September 13, 2009</u>	
LENDER ACKNOWLEDGMENT	
STATE OF abama)	
COUNTY OF Shelly	
I, the undersigned authority a Notary Public in and for said county in said state, hereby certify that a corporation, is signed to the foregoing Modacknowledged before me on this day that, being informed of the contents of said Modification of Mortgag full authority, executed the same voluntarily for and as the act of said corporation.	dification and who is known to me, ge, he or she, as such officer and with
Given under my hand and official seal this /O day of SJef N	home Litter lotary Public
My commission expires My Commission Expires September 13, 2009	

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## SCHEDULE A

THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN SHELBY COUNTY, ALABAMA, TO WIT:

LOT 8, ACCORDING TO THE SURVEY OF SUNNYBROOK SUBDIVISION 1ST ADDITION, AS RECORDED IN MAP BOOK 7 PAGE 1, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

KNOWN: 100 GRIFFIN DRIVE

PARCEL: 138284001035000