

20080801000309560 1/3 \$32.85  
Shelby Cnty Judge of Probate, AL  
08/01/2008 10:16:44AM FILED/CERT

WHEN RECORDED MAIL TO:



HENDREN, MARK A

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

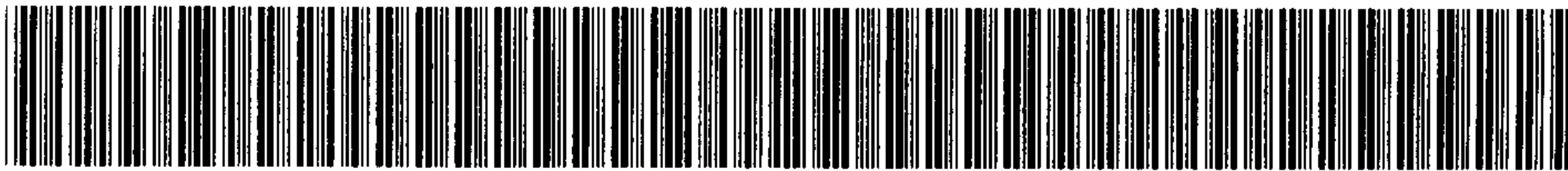
SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY



REGIONS

20081340857040

MODIFICATION OF MORTGAGE



\*DOC48002000000043271300001112220000000\*

THIS MODIFICATION OF MORTGAGE dated June 16, 2008, is made and executed between MARK A HENDREN, whose address is 681 BENTMOOR DR, HELENA, AL 350808104; SARAH HENDREN AKA SARAH ELLEN ALSUP HENDREN, whose address is 681 BENTMOOR DR, HELENA, AL 350808104; husband and wife (referred to below as "Grantor") and Regions Bank, whose address is 101 Office Park Drive, Birmingham, AL 35223 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated August 24, 2005 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

MTG DATED 08-24-2005 RECORDED ON 10-25-2005 IN SHELBY CO, AL INSTURMENT # 20051025000554960.

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 681 BENTMOOR DRIVE, HELENA, AL 35080.

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 \$23193 to \$33000.

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 endorers 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 16, 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 Mark A Hendren (Seal)  
MARK A HENDREN

x Sarah Hendren (Seal)  
SARAH HENDREN

LENDER:

REGIONS BANK

x Mollie Stiff (Seal)  
Authorized Signer

This Modification of Mortgage prepared by:

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

## INDIVIDUAL ACKNOWLEDGMENT

STATE OF

Alabama

)

COUNTY OF

Jefferson

) SS

)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that MARK A HENDREN and SARAH HENDREN, 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 16 day of June, 2008.

MY COMMISSION EXPIRES JULY 30, 2011

Notary Public

My commission expires

## LENDER ACKNOWLEDGMENT

STATE OF

Alabama

)

COUNTY OF

Jefferson

) SS

)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Mollie Stiff 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 16 day of June, 2008.

Notary Public

My commission expires

MY COMMISSION EXPIRES JULY 30, 2011

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## **SCHEDULE A**

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

LOT 1712, ACCORDING TO THE SURVEY OF OLD CAHABA IV 2ND ADD,  
PHASE 6, AS RECORDED IN MAP BOOK 34 PAGE 67, IN THE PROBATE OFFICE  
OF SHELBY COUNTY, ALABAMA.

KNOWN: 681 BENTMOOR DR

PARCEL: 134204006032000