20080811000321520 1/3 \$55.50 Shelby Cnty Judge of Probate, AL 08/11/2008 09:36:18AM FILED/CERT

WHEN RECORDED MAIL TO:



Record and Return To: Fisery Lending Solutions

STAFFORD, PAUL M

P.O. BOX 2590 Chicago, IL 60690

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20081541643560

MODIFICATION OF MORTGAGE



DOC48002000000052990711001581380000000

THIS MODIFICATION OF MORTGAGE dated June 25, 2008, is made and executed between PAUL M STAFFORD, whose address is 218 DOLPHIN CT, ALABASTER, AL 35007; SHARON C STAFFORD A/K/A SHARON L STAFFORD, whose address is 218 DOLPHIN CT, ALABASTER, AL 35007; husband and wife (referred to below as "Grantor") and Regions Bank, whose address is 33 Kent Stone Way, Alabaster, AL 35007 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated August 30, 2004 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED SEPTEMBER 21,2004 SHELBY CO,AL INSTR# 20040921000520250.

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 218 DOLPHIN CT, ALABASTER, AL 35007.

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 \$50000.

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 25, 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:

(Seal)

LENDER:

REGIONS BAX

Authorized Signer

(Seal)

This Modification of Mortgage prepared by:

Name: Debbie Bryant

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

MODIFICATION OF MORTGAGE (Continued)

Loan No: 005299071100158138

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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 PAUL M STAFFORD and SHARON C STAFFORD , 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
My commission expires
LENDER ACKNOWLEDGMENT
STATE OF Alabama,
COUNTY OF Shelly,
I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that
Given under my hand and official seal this
NOTARY PUBLIC STATE OF ALABAMA AT LARGE MY COMMISSION EXPIRES: June 7, 2010 MY COMMISSION EXPIRES: June 7, 2010 Notary Public My commission expires My commission expires

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SCHEDULE A

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

LOT 26, ACCORDING TO THE SURVEY OF BERRYHILL 1ST SECTOR, AS RECORDED IN MAP BOOK 14 PAGE 43, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

KNOWN: 218 DOLPHIN CT

PARCEL: 232034001046175