



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

CALDWELL, WILLIAM L

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY



MODIFICATION OF MORTGAGE



DOC48002000000043271300005875610000000

20081851345030

4327130000587561

THIS MODIFICATION OF MORTGAGE dated July 23, 2008, is made and executed between WILLIAM L CALDWELL aka WILLIAM CALDWELL, whose address is 5874 26 HWY, COLUMBIANA, AL 350513616; KIM G CALDWELL aka KIM CALDWELL, whose address is 5874 26 HWY, COLUMBIANA, AL 350513616; husband and wife (referred to below as "Grantor") and Regions Bank, whose address is 2228 Pelham Parkway, Pelham, AL 35124 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated March 4, 2008 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

03-28-2008 INSTR:20080328000124950 IN SHELBY COUNTY.

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 5874 HWY 26, COLUMBIANA, AL 350510000.

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 \$100000 to \$240000.

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 23, 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.

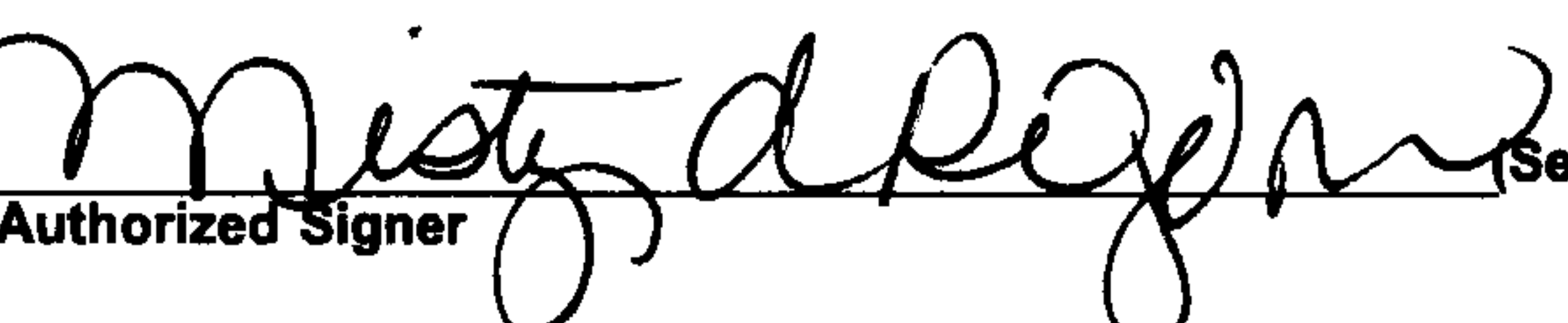
GRANTOR:

x  (Seal)
WILLIAM L CALDWELL

x  (Seal)
KIM G CALDWELL

LENDER:

REGIONS BANK

x  (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

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

INDIVIDUAL ACKNOWLEDGMENT

STATE OF AL)
) SS
COUNTY OF Shelby)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **WILLIAM L CALDWELL** and **KIM G CALDWELL**, 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 23 day of July, 20 08.

My Commission Expires

My commission expires August 30, 2011

Dwundra Hunter
Notary Public

LENDER ACKNOWLEDGMENT

STATE OF AL)
) SS
COUNTY OF Shelby)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that 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 23 day of July, 20 08.

My Commission Expires

My commission expires August 30, 2011

Dwundra Hunter
Notary Public


20080821000336370 2/3 \$379.00
Shelby Cnty Judge of Probate, AL
08/21/2008 08:58:56AM FILED/CERT

I189FF0H

SCHEDULE A

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

PARCEL 1:

COMMENCE AT THE SE CORNER OF THE SW ¼ OF THE SW ¼ OF SECTION 18, TOWNSHIP 21 SOUTH, RANGE 1 WEST, SHELBY COUNTY, ALABAMA; THENCE SOUTH 89 DEGREES 41 MINUTES 23 SECONDS WEST, A DISTANCE OF 321.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG THE LAST DESCRIBED COURSE A DISTANCE OF 519.39 FEET; THENCE NORTH 51 DEGREES 57 MINUTES 00 SECONDS EAST, A DISTANCE OF 485.84 FEET; THENCE NORTH 11 DEGREES 45 MINUTES 07 SECONDS EAST, A DISTANCE OF 197.06 FEET TO THE SOUTHWESTERLY RIGHT OF WAY OF SHELBY COUNTY HWY. 26; THENCE SOUTH 60 DEGREES 49 MINUTES 11 SECONDS EAST ALONG SAID RIGHT OF WAY A DISTANCE OF 210.02 FEET; THENCE SOUTH 12 DEGREES 37 MINUTES 22 SECONDS WEST AND LEAVING SAID RIGHT OF WAY A DISTANCE OF 397.76 FEET TO THE POINT OF BEGINNING.

PROPERTY ADDRESS: 5874 HWY 26



20080821000336370 3/3 \$379.00
Shelby Cnty Judge of Probate, AL
08/21/2008 08:58:56AM FILED/CERT