

20080929000383050 1/3 \$47.00
Shelby Cnty Judge of Probate, AL
09/29/2008 08:35:23AM FILED/CERT

WHEN RECORDED MAIL TO



ROBBINS, JAMES W

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

2008227121 4340

MODIFICATION OF MORTGAGE



DOC48002000000052990704993039660000000

THIS MODIFICATION OF MORTGAGE dated August 19, 2008, is made and executed between JAMES W ROBBINS, A/K/A JAMES W ROBBINS JR whose address is 2441 DALTON DR, PELHAM, AL 351241227; unmarried (referred to below as "Grantor") and Regions Bank, whose address is 1900 University Boulevard, Birmingham, AL 35233 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated July 5, 2006 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

MTG 07-15-2006 RECORDED 08-21-2006 IN THE JUDGE OF PROBATE OFFICE OF SHELBY COUNTY, ALABAMA INSTRUMENT # 20060821000407900.

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 2441 DALTON DRIVE, PELHAM, AL 352140000.

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

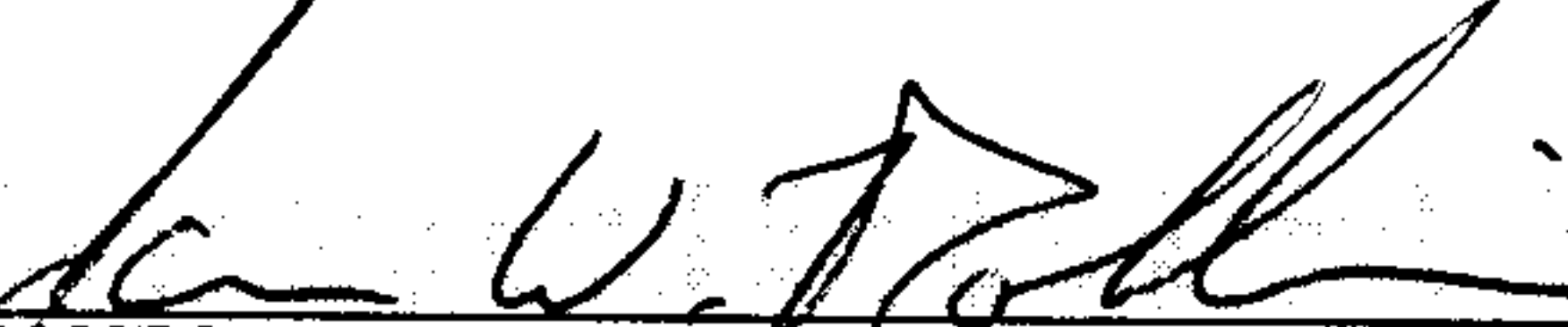
The Credit Limit or maximum principal indebtedness secured by the Mortgage (excluding finance charges, any temporary overages, other charges and any amounts expended or advanced as provided in the Mortgage) is hereby increased from \$45,500.00 to \$65,000.00.

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 endorser 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 AUGUST 19, 2008.

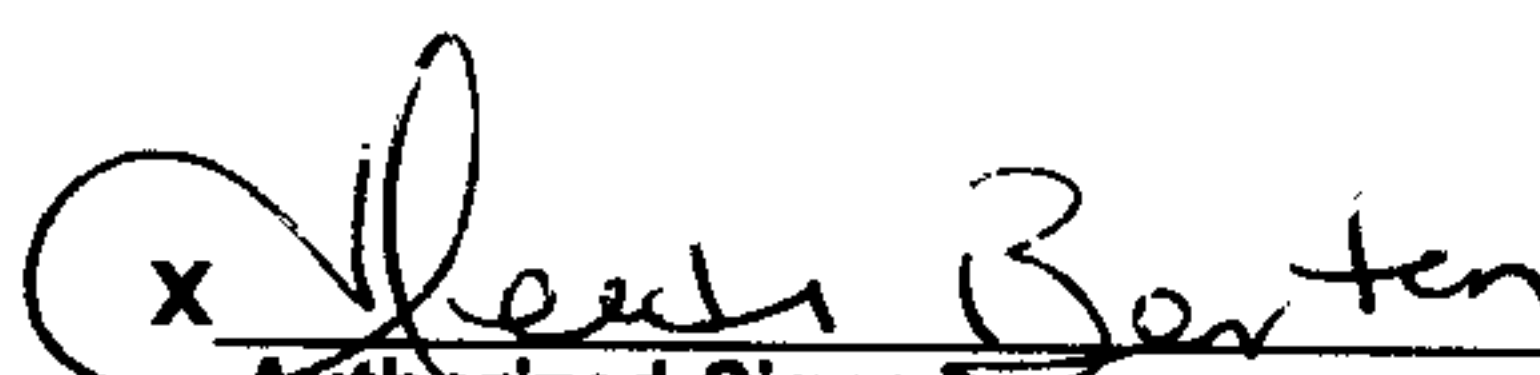
THIS MODIFICATION IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS MODIFICATION IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.

GRANTOR:

X  (Seal)
JAMES W ROBBINS

LENDER:

REGIONS BANK

X  (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

Name: Kimberly Strown
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 JAMES W ROBBINS, unmarried, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said Modification, he or she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 19th day of August, 2008.

Melanie Drake

Notary Public

My Commission Expires

My commission expires Aug 28, 2011

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 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 19th day of August, 2008.

Melanie Drake

Notary Public

My Commission Expires

My commission expires Aug 28, 2011

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SCHEDULE A

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

LOT 2, ACCORDING TO THE MAP AND SURVEY OF DOVE RIDGE AD TO CHANDALAR SOUTH, AS RECORDED IN MAP BOOK 16, PAGE 154, IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA. SITUATED IN SHELBY COUNTY, ALABAMA.

PARCEL A:

COMMENCE AND BEGIN AT THE EASTERNMOST CORNER OF LOT 2, DOVE RIDGE AD TO CHANDALAR SOUTH; THENCE CONTINUE SOUTHEASTERLY 15.0 FEET ALONG A PROJECTION OF THE EASTERNMOST SIDE LINE OF SAID LOT 2, THENCE RIGHT 90 DEGREES 30 DEGREES 201.18 FEET; THENCE 80 DEGREES RIGHT 58.69 FEET; THENCE 36 DEGREES 36 MINUTES 41 SECONDS RIGHT, 111.20 FEET THENCE INTERIOR LEFT 100 DEGREES 55 MINUTES 27 SECONDS TO THE CHORD OF A CURVE TO THE LEFT WITH A RADIUS OF 513.44 FEET AND A CHORD OF 35.65 FEET; THENCE RUN ALONG THE ARC OF SAID CHORD 35.65 FEET; THENCE AN INTERIOR ANGLE LEFT 79 DEGREES 04 MINUTES 33 SECONDS, 165.0 FEET; THENCE AN INTERIOR ANGLE RIGHT 59 DEGREES 08 MINUTES 40 SECONDS 201.55 FEET TO THE POINT OF BEGINNING.

PARCEL ID: 131012001012002

PROPERTY ADDRESS: 2441 DALTON DRIVE