

20081001000387770 1/3 \$42.65
Shelby Cnty Judge of Probate, AL
10/01/2008 12:46:28PM FILED/CERT

WHEN RECORDED MAIL TO:



SEALE, PEGGY S

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

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

2008 2391513370



MODIFICATION OF MORTGAGE



DOC48002000000043271300004752960000000

THIS MODIFICATION OF MORTGAGE dated September 12, 2008, is made and executed between PEGGY S SEALE, whose address is 144 SUMMERCHASE PKWY, CALERA, AL 35040; unmarried (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 October 16, 2007 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED ON 11/02/07 IN THE OFFICE OF THE JUDGE OF PROBATE IN SHELBY COUNTY, AL IN INST# 20071102000506900.

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 144 SUMMERCHASE PKWY, CALERA, AL 35040.

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 \$27,000 to \$44,100.

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 SEPTEMBER 12, 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 Peggy S. Seale (Seal)
PEGGY S SEALE

LENDER:

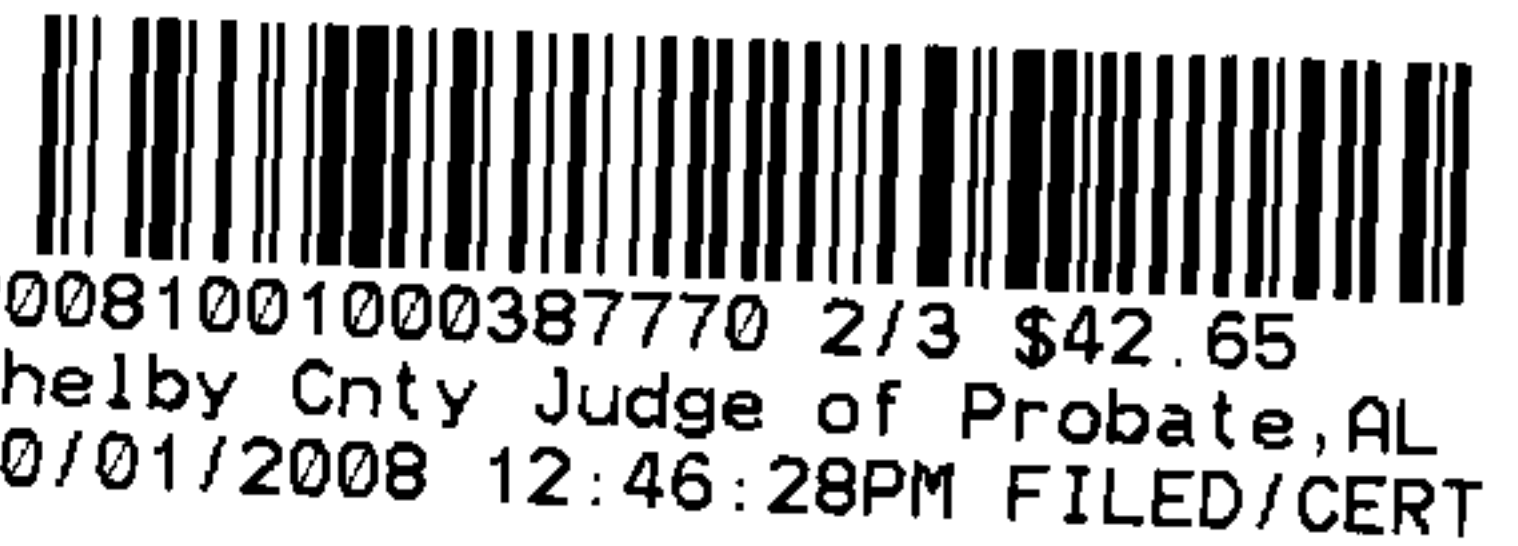
REGIONS BANK

x [Signature] (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

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

INDIVIDUAL ACKNOWLEDGMENT



STATE OF ALABAMA
COUNTY OF SHELBY

)
) SS
)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that PEGGY S SEALE, 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 12th day of September, 20 08.

Notary Public

My commission expires 1/18/2012

LENDER ACKNOWLEDGMENT

STATE OF Alabaster
COUNTY OF Shelby

)
) SS
)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Christopher Wilson / w/ 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 12th day of September, 20 08.

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: June 7, 2010
BONDED THRU NOTARY PUBLIC UNDERWRITERS

Notary Public

My commission expires _____

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I239D760

SCHEDULE A

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

LOT 12, ACCORDING TO THE SURVEY OF SUMMERCHASE, AS RECORDED
IN MAP BOOK 23 PAGE 7, IN THE PROBATE OFFICE OF SHELBY COUNTY,
ALABAMA.

KNOWN: 144 SUMMERCHASE PARKWAY

PARCEL: 228330002012000