

**WHEN RECORDED MAIL TO:**

Regions Bank  
Loan Operations-Consumer Document Control  
P.O. Box 830734  
Birmingham, AL 35283

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY



20082521354390

**MODIFICATION OF MORTGAGE**



\*DOC48002000000043271300004968130000000\*

THIS MODIFICATION OF MORTGAGE dated September 26, 2008, is made and executed between DONALD M TYLER, whose address is 2563 DALTON DRIVER, PELHAM, AL 351241447; MARY B TYLER, whose address is 2563 DALTON DR, PELHAM, AL 351241447; husband and wife (referred to below as "Grantor") and Regions Bank, whose address is 2964 Pelham Parkway, Pelham, AL 35124 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated November 26, 2007 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

**RECORDING DATE 12-17-07, SHELBY COUNTY, INST# 20071217000565920.**

**REAL PROPERTY DESCRIPTION.** The Mortgage covers the following described real property located in SHELBY County, State of Alabama:

LOT 144, ACCORDING TO THE MAP AND SURVEY OF CHANDALAR SOUTH, THIRD SECTOR, AS RECORDED IN MAP BOOK 6, PAGE 68, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

The Real Property or its address is commonly known as 2563 DALTON DRIVE, PELHAM, AL 351240000.

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

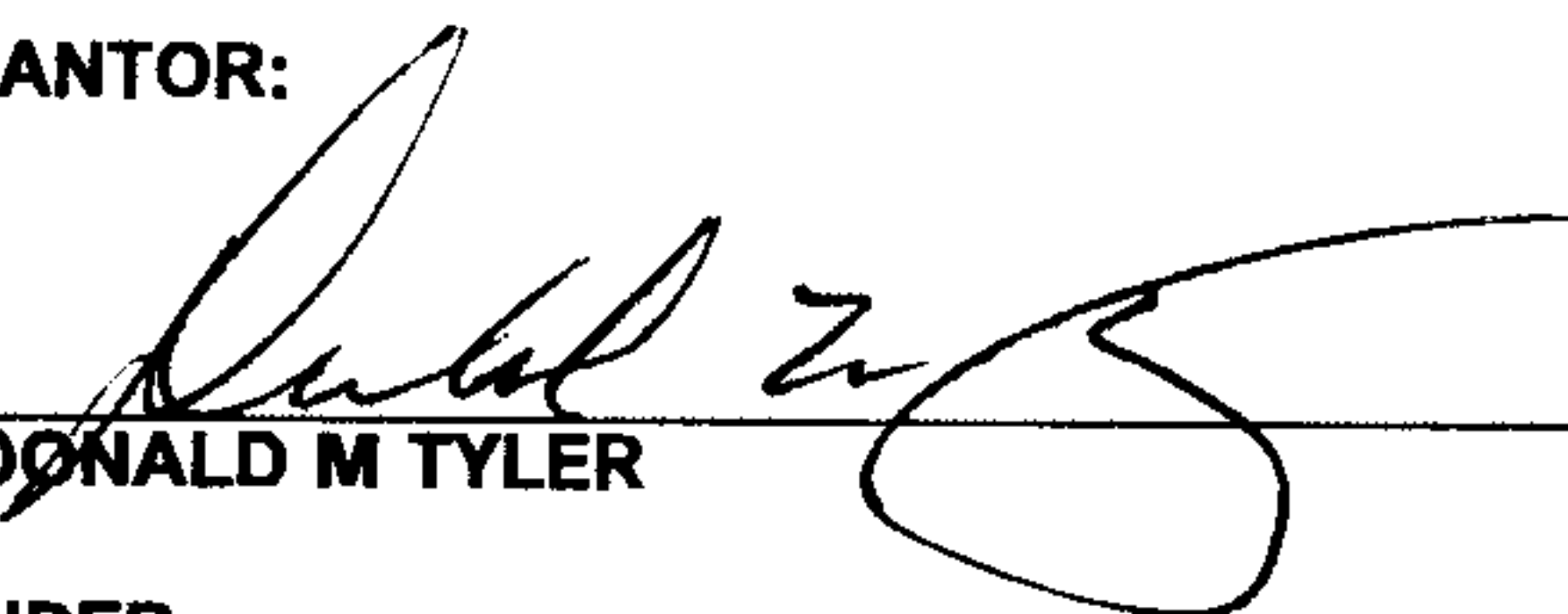
**The Credit Limit or maximum principal indebtedness secured by the Mortgage (excluding finance charges, any temporary overages, other charges and any amounts expended or advanced as provided in the Mortgage) is hereby increased from \$100000 to \$120000.**

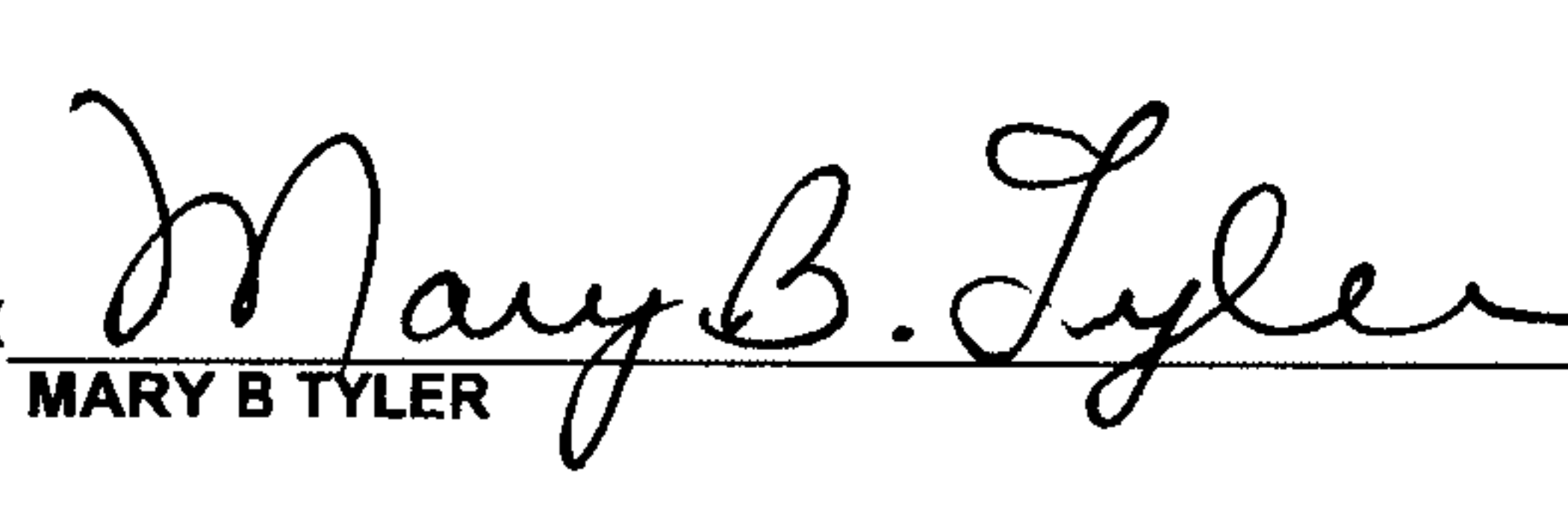
**CONTINUING VALIDITY.** Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's 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 SEPTEMBER 26, 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.**

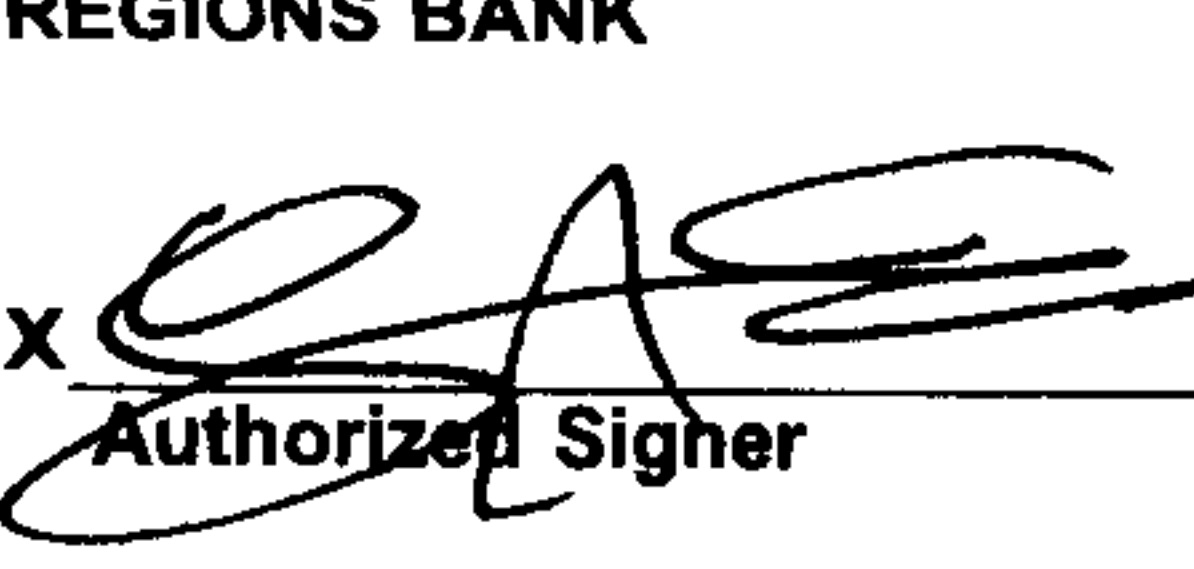
**GRANTOR:**

X  (Seal)  
DONALD M TYLER

X  (Seal)  
MARY B TYLER

**LENDER:**

**REGIONS BANK**

X  (Seal)  
Authorized Signer

This Modification of Mortgage prepared by:

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



## 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 **DONALD M TYLER** and **MARY B TYLER**, 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 26 day of SEPTEMBER, 20 08.

My commission expires 6.9.2012



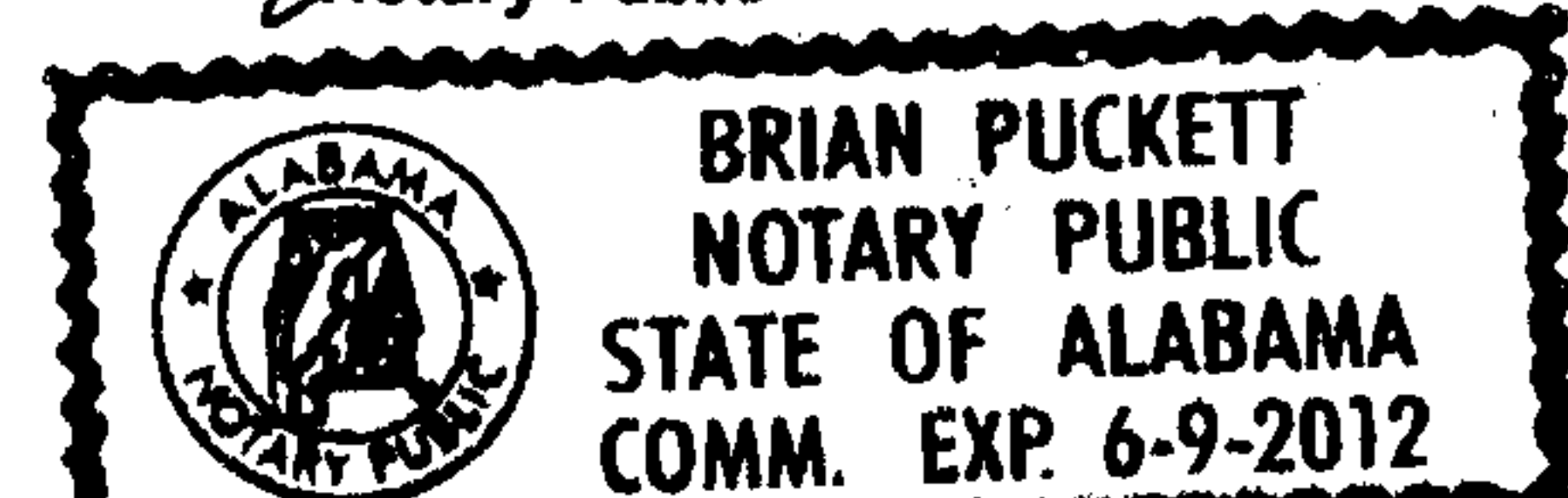
## LENDER ACKNOWLEDGMENT

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 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 26 day of SEPTEMBER, 20 08.

My commission expires 6.9.2012





2007121700065020 8/8 \$162.00  
Shelby Cnty Judge of Probate, AL  
12/17/2007 06:42:30PM FILED/CERT

H340GTBT

**SCHEDULE A**

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

LOT 144, ACCORDING TO THE SURVEY OF CHANDALAR SOUTH 3RD, AS  
RECORDED IN MAP BOOK 6 PAGE 68, IN THE PROBATE OFFICE OF SHELBY  
COUNTY, ALABAMA.

KNOWN: 2563 DALTON DR

PARCEL: 131013002010000

20081013000403740 3/3 \$47.00  
Shelby Cnty Judge of Probate, AL  
10/13/2008 01:20:07PM FILED/CERT