

WHEN RECORDED MAIL TO:

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

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MODIFICATION OF MORTGAGE

20082341510340
20082461102250



DOC48002000004327130000738263 0000000

THIS MODIFICATION OF MORTGAGE dated October 8, 2008, is made and executed between STEVEN LOWREY, whose address is 917 TEABERRY LN, BIRMINGHAM, AL 35244; TERRI LOWREY, whose address is 917 TEABERRY LN, BIRMINGHAM, AL 35244; husband and wife (referred to below as "Grantor") and Regions Bank, whose address is P.O. Box 830721, Birmingham, AL 35283 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated August 29, 2008 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED ON 09-16-2008 IN THE OFFICE OF THE JUDGE OF PROBATE FOR SHELBY COUNTY, ALABAMA IN INSTRUMENT 20080916000367880.

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

LOT 3222, ACCORDING TO THE SURVEY OF RIVERCHASE COUNTRY CLUB, 32ND ADDITION AS RECORDED IN MAP BOOK 14, PAGE 53, IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA.

The Real Property or its address is commonly known as 917 TEABERRY LANE, BIRMINGHAM, AL 35244.

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

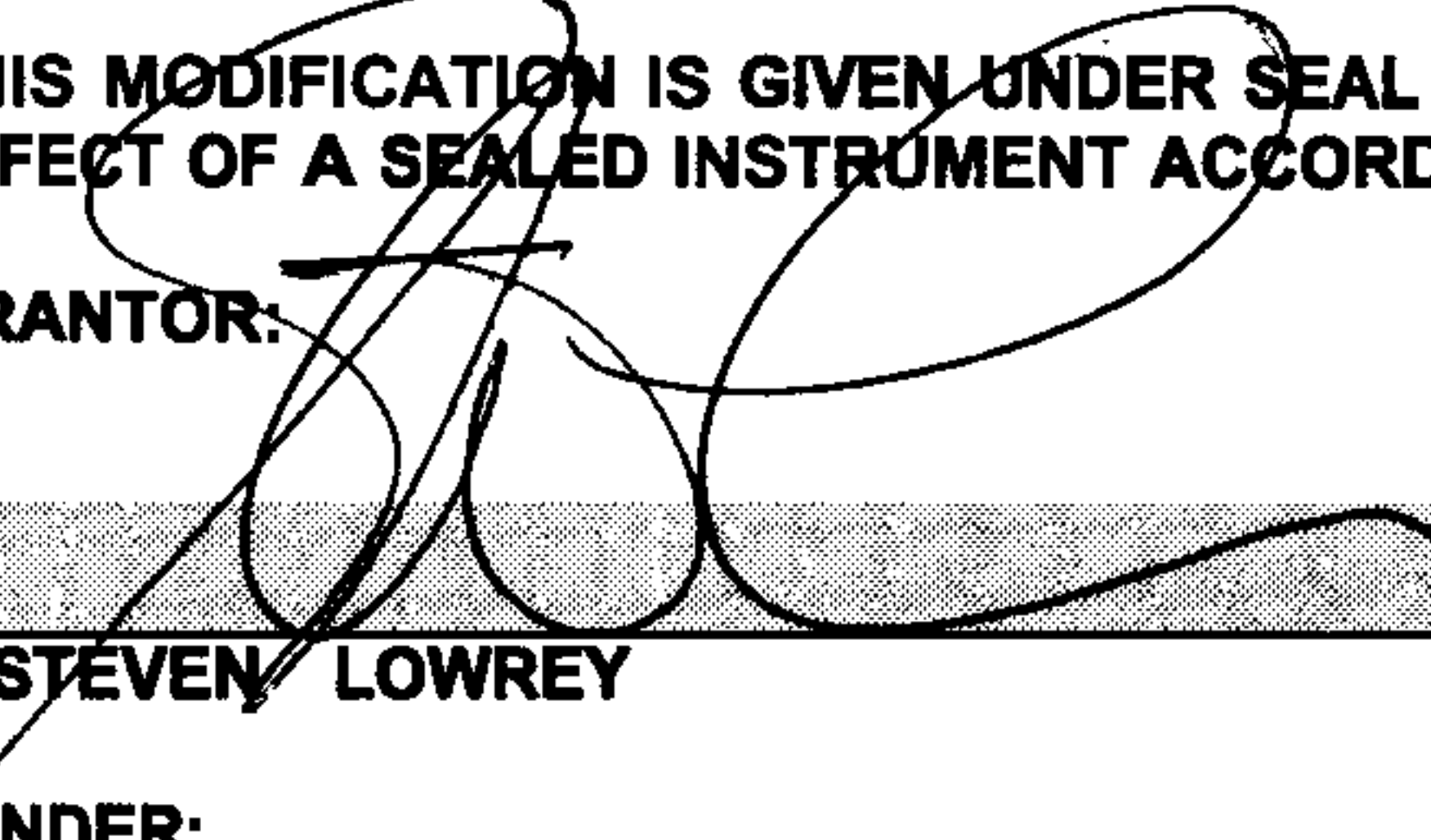
The Credit Limit or maximum principal indebtedness secured by the Mortgage (excluding finance charges, any temporary overages, other charges and any amounts expended or advanced as provided in the Mortgage) is hereby increased from \$32,000.00 to \$64,000.00.

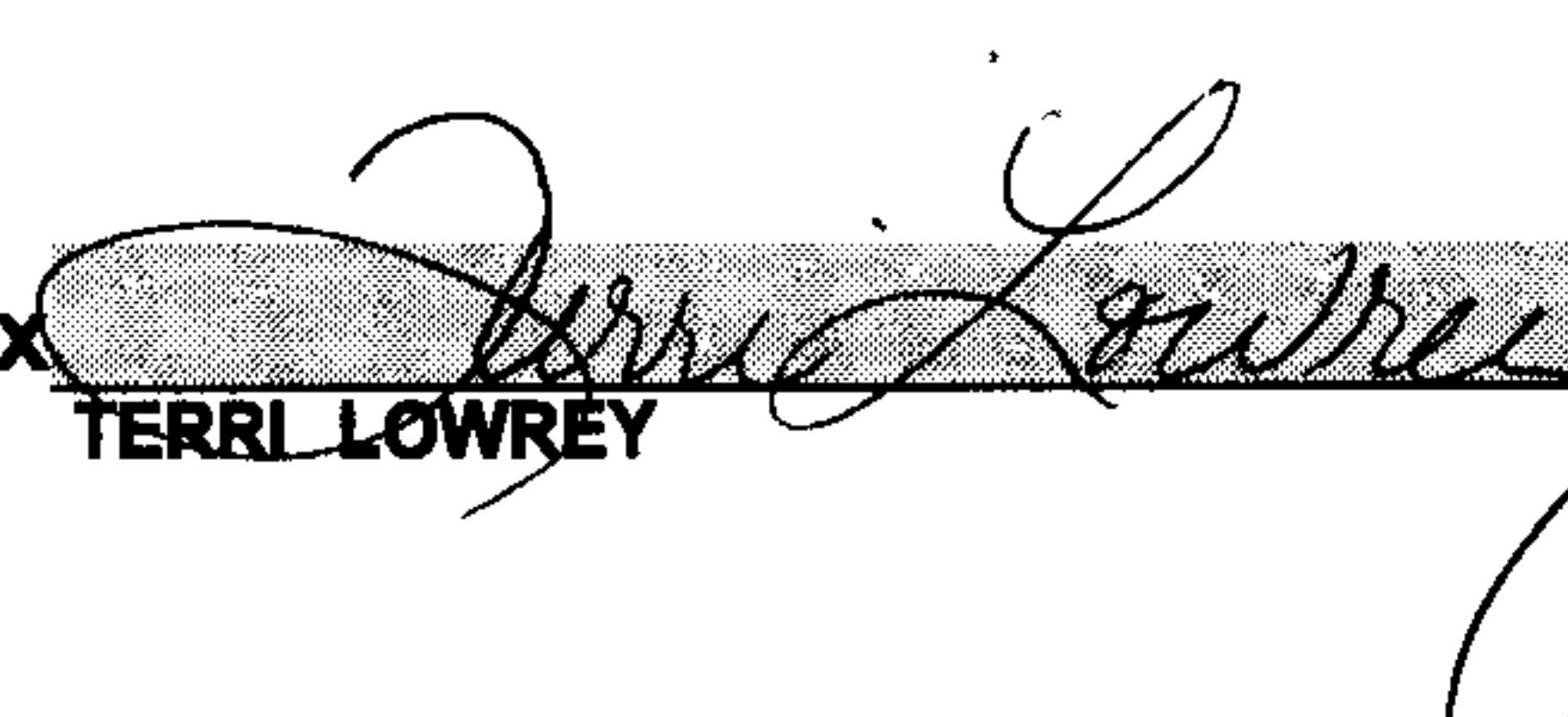
CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right 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 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 OCTOBER 8, 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)
STEVEN LOWREY

X  (Seal)
TERRI LOWREY

LENDER:

REGIONS BANK

X  (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

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

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Alabama)
) SS
COUNTY OF Jefferson)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **STEVEN LOWREY** and **TERRI LOWREY**, 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 8 day of Oct., 2008.

Rais C. Burgess
Notary Public

My commission expires May 11, 2012

LENDER ACKNOWLEDGMENT

STATE OF Alabama)
) SS
COUNTY OF Jefferson)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Kent Kaplan 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 8 day of Oct., 2008.

Rais C. Burgess
Notary Public

My commission expires May 11, 2012

