

20081125000449880 1/3 \$80.00  
Shelby Cnty Judge of Probate, AL  
11/25/2008 01:05:41PM FILED/CERT



HOLMES, ANTHONY F

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

20082900856080

## MODIFICATION OF MORTGAGE



\*DOC48002000000043271300007000800000000\*

THIS MODIFICATION OF MORTGAGE dated November 10, 2008, is made and executed between ANTHONY F HOLMES, whose address is 2964 PELHAM PKWY, PELHAM, AL 351241709; SHARON HOLMES, whose address is 2964 PELHAM PKWY, PELHAM, AL 351241709; 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 July 21, 2008 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED IN SHELBY COUNTY AL ON 08-19-2008 IN INSTR# 20080819000332690.

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 767 MOSTELLERS LANE, SHELBY, AL 351430000.

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

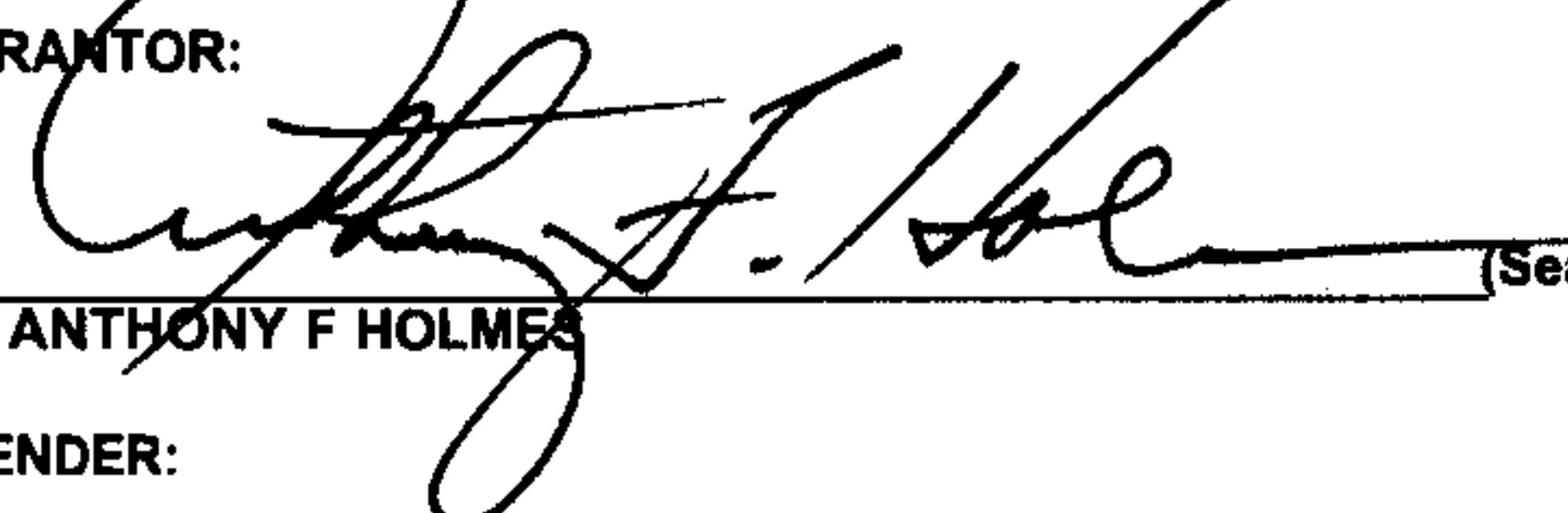
The Credit Limit or maximum principal indebtedness secured by the Mortgage (excluding finance charges, any temporary overages, other charges and any amounts expended or advanced as provided in the Mortgage) is hereby increased from \$120,000.00 to \$162,000.00.

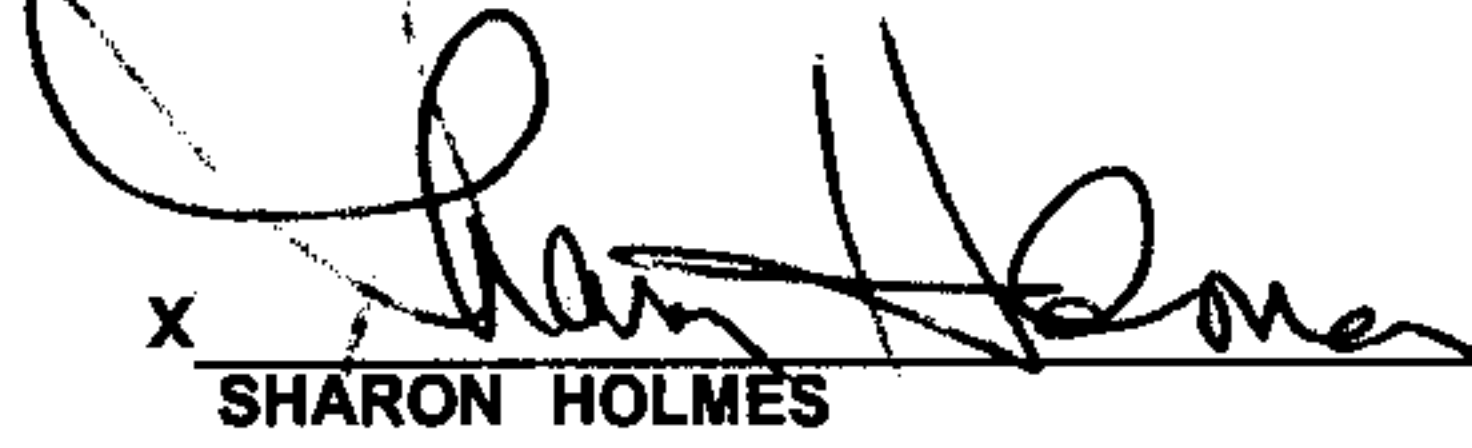
CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right 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 NOVEMBER 10, 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)  
ANTHONY F HOLMES

X  (Seal)  
SHARON HOLMES

LENDER:

REGIONS BANK  
X  (Seal)  
Authorized Signer

This Modification of Mortgage prepared by:

Name: Tracie Rainey  
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 **ANTHONY F HOLMES** and **SHARON HOLMES, 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 10 day of November, 2008.

MY COMMISSION EXPIRES JUNE 3, 2012

Notary Public

My commission expires \_\_\_\_\_

## 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 Melissa R Kelley whose name as Vice President of Regions Bank 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 the Modification of Mortgage, he or she, in his or her capacity as such Vice President of Regions Bank, executed the same voluntarily on the day same bears date.

Given under my hand and official seal this 10 day of November, 2008.

MY COMMISSION EXPIRES JUNE 3, 2012

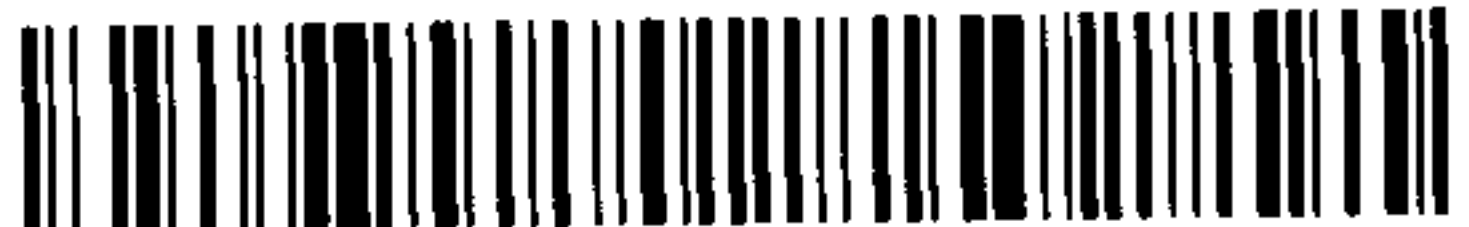
Notary Public

My commission expires \_\_\_\_\_



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I2903667

## **SCHEDULE A**

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

LOT 329, ACCORDING TO THE SURVEY OF ALABAMA POWER CO  
RECREATIONAL COTTAGE SITE SECTOR 2, AS RECORDED IN MAP BOOK  
22 PAGE 50 A,B &C, IN THE PROBATE OFFICE OF SHELBY COUNTY,  
ALABAMA.

KNOWN: 767 MOSTELLERS LANE

PARCEL: 323060001002009