



MILLER, CHARLES H

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

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

20082481345550
REGIONS
MODIFICATION OF MORTGAGE



DOC48002000000043271300005917200000000

THIS MODIFICATION OF MORTGAGE dated November 14, 2008, is made and executed between CHARLES H MILLER, AKA CHARLES H MILLER JR, whose address is 320 EL CAMINO REAL, CHELSEA, AL 35043; CYNTHIA MILLER, AKA CYNTHIA R MILLER, whose address is 320 EL CAMINO REAL, CHELSEA, AL 35043; husband and wife (referred to below as "Grantor") and Regions Bank, whose address is 5420 Highway 280, Birmingham, AL 35242 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated March 1, 2008 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED ON 04-01-2008 IN THE OFFICE OF THE JUDGE OF PROBATE FOR SHELBY COUNTY, ALABAMA IN INSTRUMENT 20080401000129780.

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 320 EL CAMINO REAL, CHELSEA, AL 35043.

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 \$70,000.00 to \$80,000.00.

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 NOVEMBER 14, 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 CH Miller (Seal)
CHARLES H MILLER

x Cynthia Miller (Seal)
CYNTHIA MILLER

LENDER:

REGIONS BANK

x [Signature] (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

Name: Debbie Bryant
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 **CHARLES H MILLER and CYNTHIA MILLER**, 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 14th day of November, 2008.

[Signature]
Notary Public

MY COMMISSION EXPIRES JULY 7, 2012

My commission expires _____

LENDER ACKNOWLEDGMENT

STATE OF Alabama)
) SS
COUNTY OF Shelby)

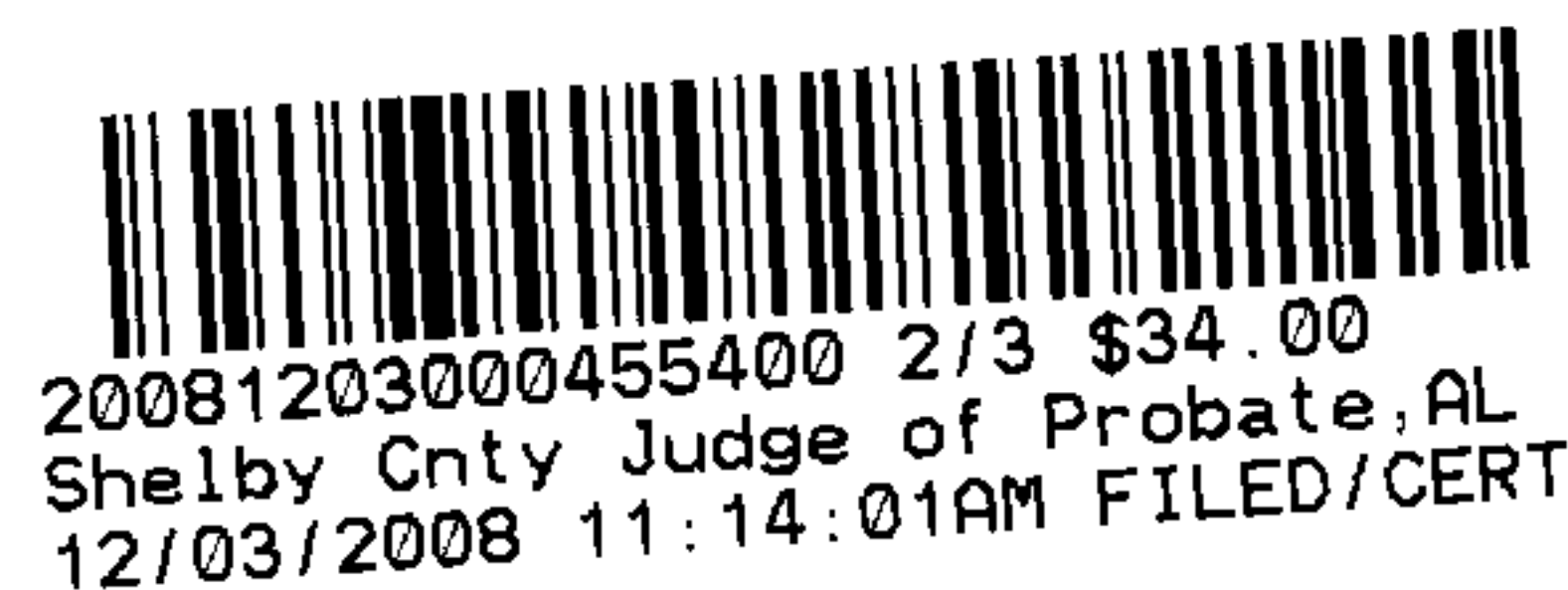
I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Kurt Moorman whose name as Assistant Branch Manager of **Regions Bank** is signed to the foregoing Modification and who is known to me, acknowledged before me on this day that, being informed of the contents of the Modification of Mortgage, he or she, in his or her capacity as such Assistant Branch Manager of **Regions Bank**, executed the same voluntarily on the day same bears date.

Given under my hand and official seal this 14 day of November, 2008.

[Signature]
Notary Public

MY COMMISSION EXPIRES JANUARY 15, 2012

My commission expires _____



20081203000455400 3/3 \$34.00
Shelby Cnty Judge of Probate, AL
12/03/2008 11:14:01AM FILED/CERT

I248FG87

SCHEDULE A

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

LOT 29, ACCORDING TO THE SURVEY OF HIGH CHAPARRAL SECTOR B,
AS RECORDED IN MAP BOOK 16 PAGE 69, IN THE PROBATE OFFICE OF
SHELBY COUNTY, ALABAMA.

KNOWN: 320 EL CAMINO REAL

PARCEL: 153070000018031