

WHEN RECORDED MAIL TO:

Regions Bank
Loan Operations-Consumer Document Control
P.O. Box 1984
Birmingham, AL 35201

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REGIONS

20083291620510

MODIFICATION OF MORTGAGE



DOC48002000000043271300000795020000000

THIS MODIFICATION OF MORTGAGE dated December 23, 2008, is made and executed between PAUL TURNER A/K/A PAUL R TURNER A/K/A PAUL RICK TURNER, whose address is 6647 REMINGTON LN, PELHAM, AL 351243119; REBECCA TURNER A/K/A REBECCA M TURNER A/K/A REBECCA MOORE TURNER, whose address is 6647 REMINGTON LN, PELHAM, AL 351243119; husband and wife (referred to below as "Grantor") and Regions Bank, whose address is 2228 Pelham Parkway, Pelham, AL 35124 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated August 25, 2004 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED SEPTEMBER 21, 2004 SHELBY CO, AL INSTR# 20040921000518640.

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 6647 REMINGTON LN, 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 \$64000 to \$87400.

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 DECEMBER 23, 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 Paul Turner (Seal)
PAUL TURNER

X Rebecca Turner (Seal)
REBECCA TURNER

LENDER:

REGIONS BANK

X J. Holden, Jr. (Seal)
Authorized Signer Jeffrey Van Holden, Jr.

This Modification of Mortgage prepared by:

Name: Debbie Bryant
Address: P.O. BOX 830721
City, State, ZIP: BIRMINGHAM, AL 35283

MODIFICATION OF MORTGAGE
(Continued)

Loan No: 004327130000079502

Page 2

INDIVIDUAL ACKNOWLEDGMENT

STATE OF AL)
) SS
COUNTY OF Shelby)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **PAUL TURNER and REBECCA TURNER**, 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 23 day of Dec, 2008.

MISTY DAWN RIGDON

NOTARY PUBLIC ALABAMA STATE AT LARGE

My commission expires MY COMMISSION EXPIRES DECEMBER 1, 2010

Misty Dawn Rigdon
Notary Public

LENDER ACKNOWLEDGMENT

STATE OF AL)
) SS
COUNTY OF Shelby)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Jeffrey Van Holden, Jr whose name as FSR 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 FSR of **Regions Bank**, executed the same voluntarily on the day same bears date.

Given under my hand and official seal this 23 day of December, 2008.

MISTY DAWN RIGDON

NOTARY PUBLIC ALABAMA STATE AT LARGE

My commission expires MY COMMISSION EXPIRES DECEMBER 1, 2010

Misty Dawn Rigdon
Notary Public



20090102000000150 2/3 \$56.10
Shelby Cnty Judge of Probate, AL
01/02/2009 09:24:26AM FILED/CERT



20090102000000150 3/3 \$56.10
Shelby Cnty Judge of Probate, AL
01/02/2009 09:24:26AM FILED/CERT

2. **Legal Description:**
Lot 59, according to the Map and Survey of Quall Run, Phase 2, as recorded in Map Book 7, Page 113, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.