

20090108000005870 1/3 \$164.50
Shelby Cnty Judge of Probate, AL
01/08/2009 10:48:35AM FILED/CERT



COBY, HENRY M

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

2008 3291634080

MODIFICATION OF MORTGAGE



DOC48002000000043271300005517400000000

THIS MODIFICATION OF MORTGAGE dated December 19, 2008, is made and executed between HENRY M COBY, AKA HENRY MARK COBY, whose address is 1409 OAKRIDGE DR, BIRMINGHAM, AL 35242; MERRILEE B COBY, AKA MERRILEE BURG COBY, whose address is 1409 OAKRIDGE DR, BIRMINGHAM, AL 35242; 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 January 25, 2008 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED ON 03-25-2008 IN THE OFFICE OF THE JUDGE OF PROBATE FOR SHELBY COUNTY, ALABAMA IN INSTRUMENT 20080325000119250.

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 1409 OAKRIDGE DR, BIRMINGHAM, AL 35242.

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 \$100000.00 to \$197000.00.

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 DECEMBER 19, 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 Henry M. Coby (Seal)
HENRY M COBY

X Merrilee B Coby (Seal)
MERRILEE B COBY

LENDER:

REGIONS BANK

X Misty P. [Signature] (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

Name: Toshara Tarver
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 HENRY M COBY and MERRILEE B COBY, 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 19th day of December, 2008.

JEFFREY VAN HOLDEN JR
Notary Public, Jefferson County
Alabama State At Large
My Commission Expires
August 27, 2011

Jeffrey Van Holden Jr
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 Misty Rigdon whose name as Asst 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 Asst Branch Manager of Regions Bank, executed the same voluntarily on the day same bears date.


Given under my hand and official seal this 19th day of December, 2008.

JEFFREY VAN HOLDEN JR
Notary Public, Jefferson County
Alabama State At Large
My Commission Expires
August 27, 2011

Jeffrey Van Holden Jr
Notary Public

My commission expires


20090108000005870 2/3 \$164.50
Shelby Cnty Judge of Probate, AL
01/08/2009 10:48:35AM FILED/CERT


20090108000005870 3/3 \$164.50
Shelby Cnty Judge of Probate, AL
01/08/2009 10:48:35AM FILED/CERT

I3297477

SCHEDULE A

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

LOT 3, ACCORDING TO THE SURVEY OF OAKRIDGE, SECTION 2, AS
RECORDED IN MAP BOOK 10 PAGE 50, IN THE PROBATE OFFICE OF SHELBY
COUNTY, ALABAMA.

KNOWN: 1409 OAKRIDGE DR

PARCEL: 10-6-23-0-001-020-016