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



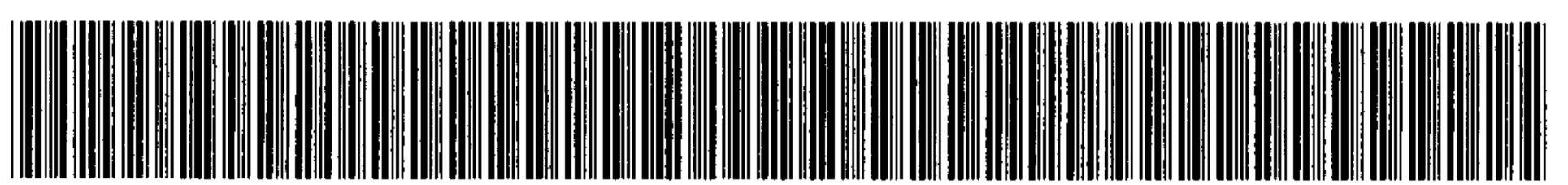
COBY, HENRY M

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

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY



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 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 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:

Sea (Sea)

LENDER:

REGIONS BANK

Authorized Signer

This Modification of Mortgage prepared by:

Name: Toshara Tarver Address: P.O. BOX 830721

(Seal)

City, State, ZIP: BIRMINGHAM, AL 35283

All Rights Reserved.

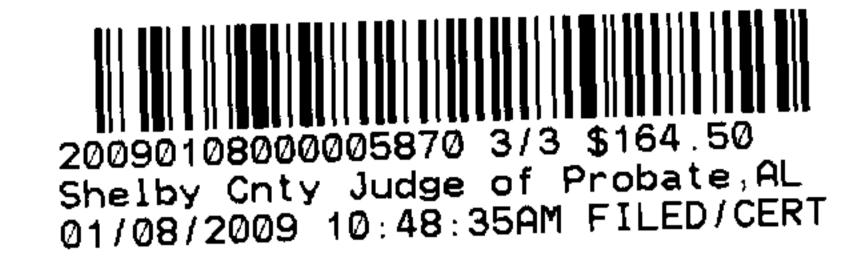
MODIFICATION OF MORTGAGE (Continued)

INDIVIDUAL ACKNOWLEDGMENT	
STATE OF Alabama	SS
country 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	y of <u>Deamber</u> , 20 <u>08</u> .
JEFFREY VAN HOLDEN JR Notary Public, Jefferson County Alabama State At Large My Commission Expires August 27, 2011	Notary Public
LENDER ACKNOWLEDGMENT	
STATE OF Habana	
$\langle i \rangle$	SS
COUNTY OF Shelby	
I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that	

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LASER PRO Lending, Ver. 5.41.20.301 Copr. Harland Financial Solutions, Inc. 1997, 2008.

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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