

20090311000088700 1/3 \$151.50  
Shelby Cnty Judge of Probate, AL  
03/11/2009 11:21:10AM FILED/CERT



LEE, ERNEST C

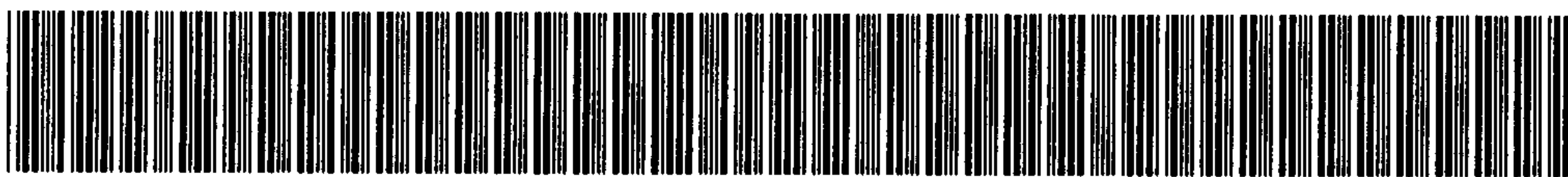
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Chicago, IL 60690

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20081051012450

## MODIFICATION OF MORTGAGE



\*DOC48002000000043271300001378700000000\*

THIS MODIFICATION OF MORTGAGE dated June 13, 2008, is made and executed between ERNEST C LEE AKA ERNEST C LEE SR, whose address is 5366 MEADOW BROOK RD, BIRMINGHAM, AL 35242; CANDACE S LEE, whose address is 5366 MEADOW BROOK RD, BIRMINGHAM, AL 35242; husband and wife (referred to below as "Grantor") and Regions Bank, whose address is P.O. Box 830721, Birmingham, AL 35283 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated December 5, 2005 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

MORTGAGE RECORDED 01-03-2006 IN INST #20060103000000880 IN THE JUDGE OF PROBATES OFFICE OF SHELBY COUNTY, ALABAMA.

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 5366 MEADOW BROOK ROAD, 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 \$150,000.00 to \$239,000.00.

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 JUNE 13, 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)  
ERNEST C LEE

x  (Seal)  
CANDACE S LEE

LENDER:

REGIONS BANK

x  (Seal)  
Authorized Signer  
Vicki Hedrick

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 ERNEST C LEE and CANDACE S LEE, 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 13th day of June, 2008.

Vicki M. Hedrick  
Notary Public

My commission expires MY COMMISSION EXPIRES OCTOBER 3, 2010

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 Regions Bank a corporation, 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 said Modification of Mortgage, he or she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 13 day of June, 2008.

[Signature]  
Notary Public

MY COMMISSION EXPIRES OCTOBER 14, 2009

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

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## **SCHEDULE A**

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

LOT 19, ACCORDING TO THE SURVEY OF MOUNTAIN RIDGE ESTATES 1ST  
SECTOR, AS RECORDED IN MAP BOOK 7 PAGE 100, IN THE PROBATE OFFICE  
OF SHELBY COUNTY, ALABAMA.

KNOWN: 5366 MEADOW BROOK RD

PARCEL: 106140001002005