

20090319000102590 1/3 \$104.80
Shelby Cnty Judge of Probate, AL
03/19/2009 12:32:53PM FILED/CERT



SCOTT, JACKIE

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

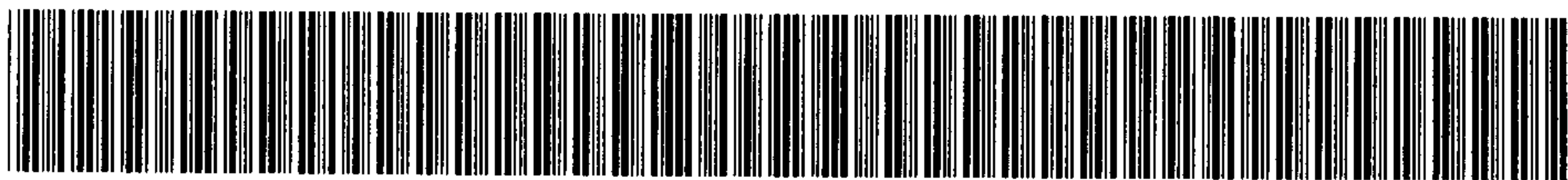
4327130000449812
2009012/400520

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY



REGIONS

MODIFICATION OF MORTGAGE



DOC48002000000043271300004498120000000

THIS MODIFICATION OF MORTGAGE dated February 26, 2009, is made and executed between JACKIE SCOTT, JR, aka JACKIE P SCOTT, JR Whose address is 310 STONEGATE DR, BIRMINGHAM, AL 352420000; VICKIE SCOTT, aka VICKIE L SCOTT whose address is 310 STONEGATE DR, BIRMINGHAM, AL 352427071; husband and wife (referred to below as "Grantor") and Regions Bank, whose address is 200 Corporate Ridge North, Birmingham, AL 35242 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated September 28, 2007 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED 10-29-2007 IN SHELBY COUNTY INT# 20071029000496570.

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 310 STONEGATE DRIVE, BIRMINGHAM, AL 352420000.

MODIFICATION. Lender and Grantor hereby modify the Mortgage as follows:

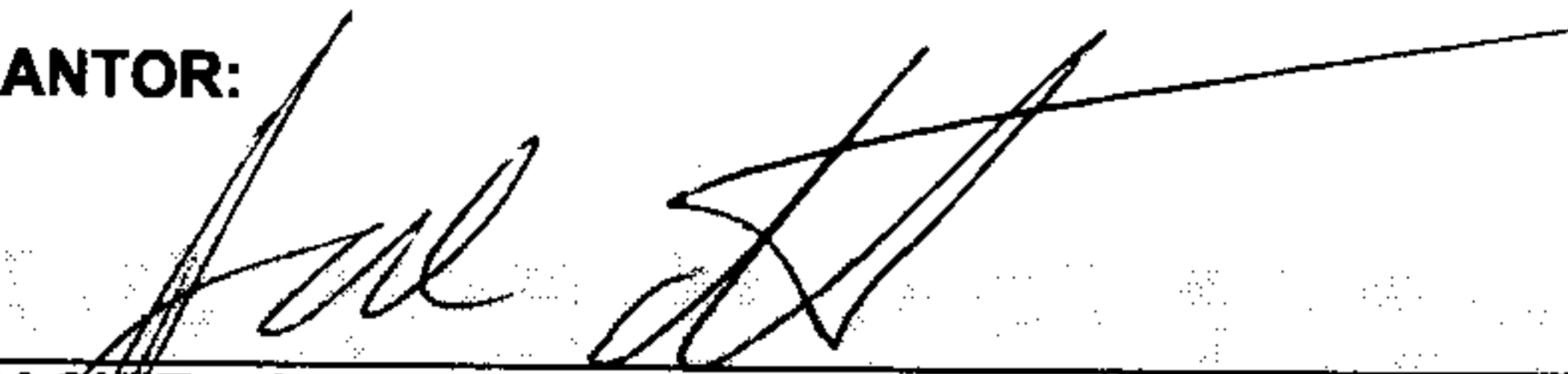
The Credit Limit or maximum principal indebtedness secured by the Mortgage (excluding finance charges, any temporary overages, other charges and any amounts expended or advanced as provided in the Mortgage) is hereby increased from \$67000 to \$124200.

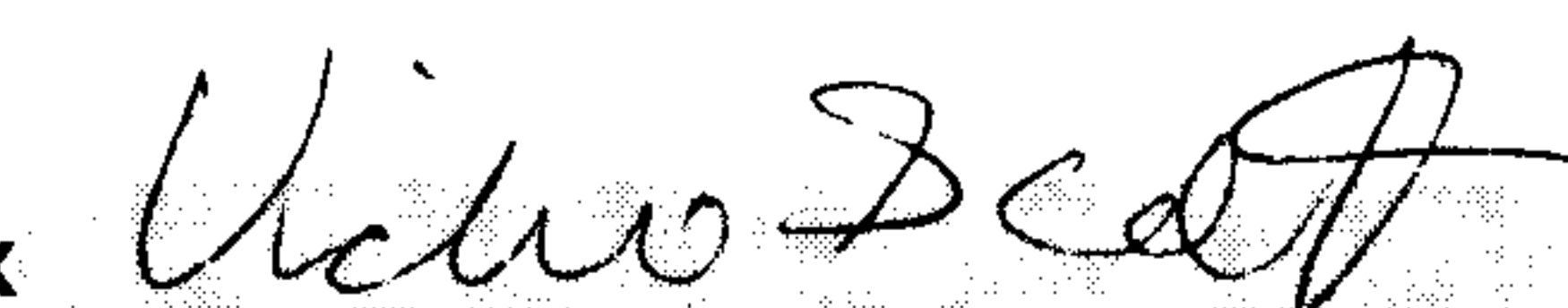
CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right 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 endorers 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 FEBRUARY 26, 2009.

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.

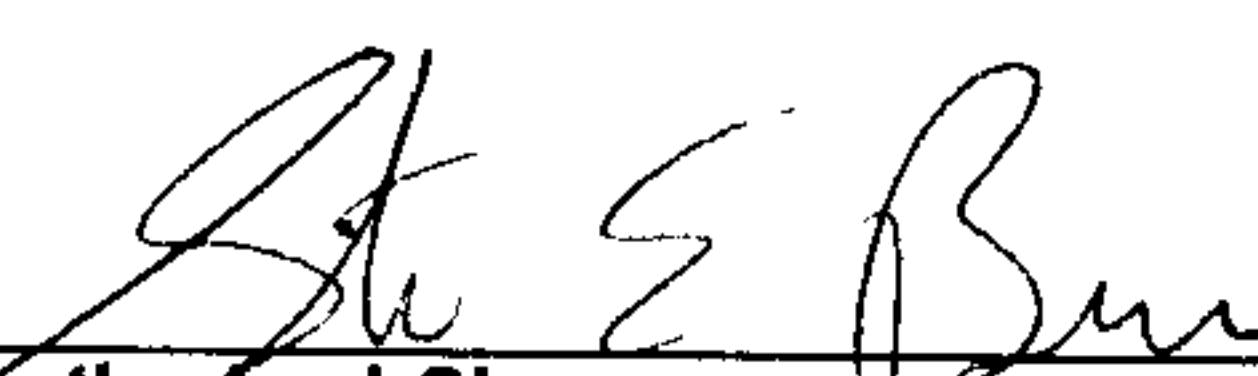
GRANTOR:

X  (Seal)
JACKIE SCOTT, JR

X  (Seal)
VICKIE SCOTT

LENDER:

REGIONS BANK

X  (Seal)
Authorized Signer

MY COMMISSION EXPIRES JUNE 18, 2012

This Modification of Mortgage prepared by:

Name: Connie Stoves
Address: P.O. BOX 830721
City, State, ZIP: BIRMINGHAM, AL 35283

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Alabama

)

COUNTY OF Jefferson

) SS

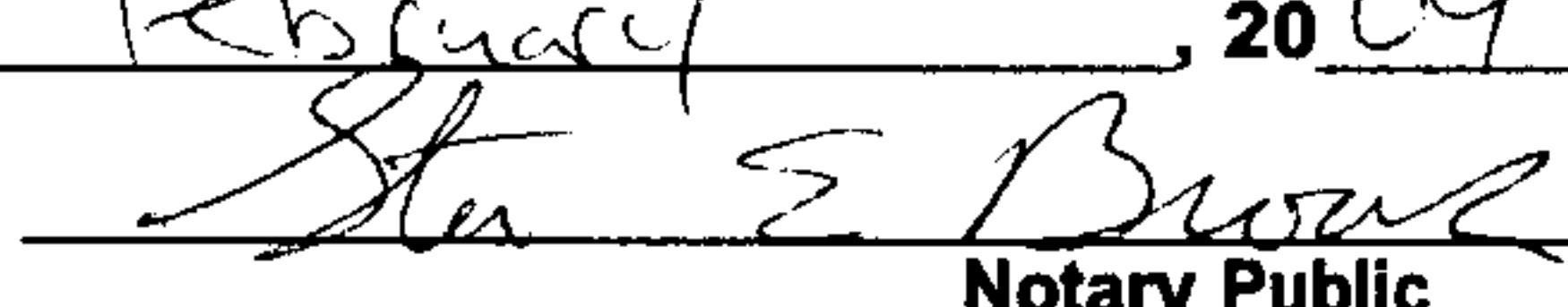
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I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **JACKIE SCOTT, JR and VICKIE SCOTT**, husband and wife, whose names are signed to the foregoing instrument, and who are known to me, acknowledged 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 26 day of February, 2009.

MY COMMISSION EXPIRES JUNE 18, 2012


Notary Public

My commission expires _____

LENDER ACKNOWLEDGMENT

STATE OF Alabama

)

COUNTY OF Jefferson

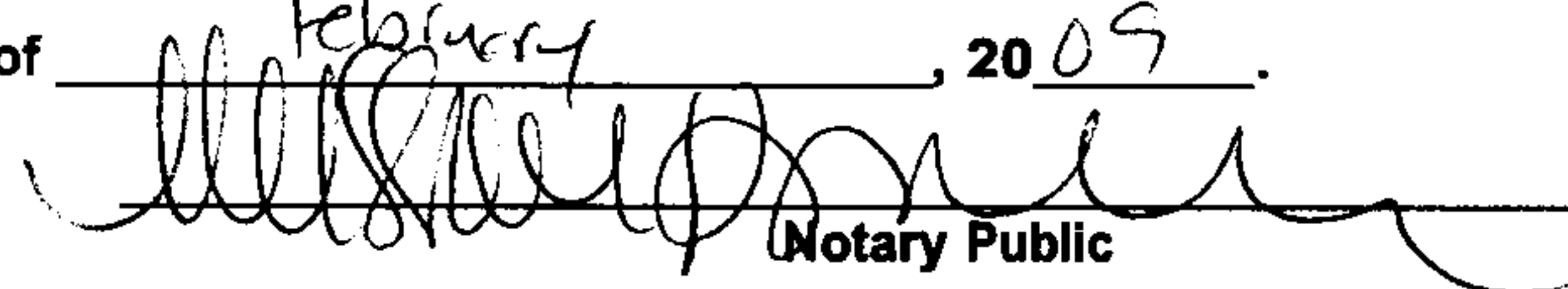
) SS

)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Stevie Brooks whose name as PSS 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 ABM of **Regions Bank**, executed the same voluntarily on the day same bears date.

Given under my hand and official seal this 26 day of February, 2009.

MY COMMISSION EXPIRES JUNE 3, 2012


Notary Public

My commission expires _____



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J0125574

SCHEDULE A

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

LOT 31, ACCORDING TO THE SURVEY OF STONEGATE REALTY, PHASE 2,
AS RECORDED IN MAP BOOK 31 PAGE 28A&B, IN THE PROBATE OFFICE OF
SHELBY COUNTY, ALABAMA.

KNOWN: 310 STONEGATE DRIVE

PARCEL: 037250000001024