
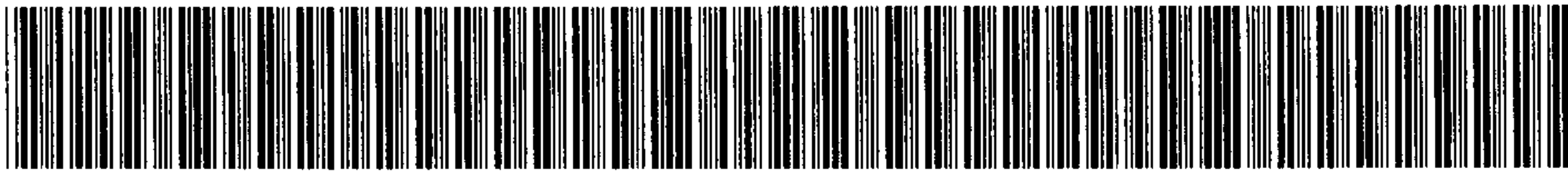


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20090751000400  **REGIONS**

## MODIFICATION OF MORTGAGE



\*DOC48002000000043271300002910730000000\*

THIS MODIFICATION OF MORTGAGE dated March 20, 2009, is made and executed between BARRY W BLAKELY,AKA BARRY BLAKELY whose address is 139 KATY CIR, BIRMINGHAM, AL 35242; SUSAN C BLAKELY,AKA SUSAN BLAKELY whose address is 139 KATY CIR, BIRMINGHAM, AL 35242; unmarried (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 April 13, 2007 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED ON 05-11-2007 IN THE OFFICE OF THE JUDGE OF PROBATE FOR SHELBY COUNTY, ALABAMA INSTRUMENT NUMBER 20070511000220760.

REAL PROPERTY DESCRIPTION. The Mortgage covers the following described real property located in SHELBY County, State of Alabama:

ALL THAT CERTAIN PROPERTY SITUATED IN THE CITY OF BIRMINGHAM, IN THE COUNTY OF SHELBY AND STATE OF ALABAMA AND BEING DESCRIBED IN A DEED DATED 04/24/2002 AND RECORDED 05/02/2002 IN BOOK , PAGE AMONG THE LAND RECORDS OF THE COUNTY AND STATE SET FORTH ABOVE AND REFERENCED AS FOLLOWS: THE FOLLOWING DESCRIBED REAL ESTATE, SITUATED IN SHELBY COUNTY, ALABAMA, TO-WIT: LOT 33, ACCORDING TO THE SURVEY OF THE CEDARS, AS RECORDED IN MAP BOOK 25, PAGE 134, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA. ADDRESS: 139 KATY CIR; BIRMINGHAM, AL 35242 TAX MAP OR PARCEL ID NO.: 093070008033000 .

The Real Property or its address is commonly known as 139 KATY CIR, BIRMINGHAM, AL 35242.

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

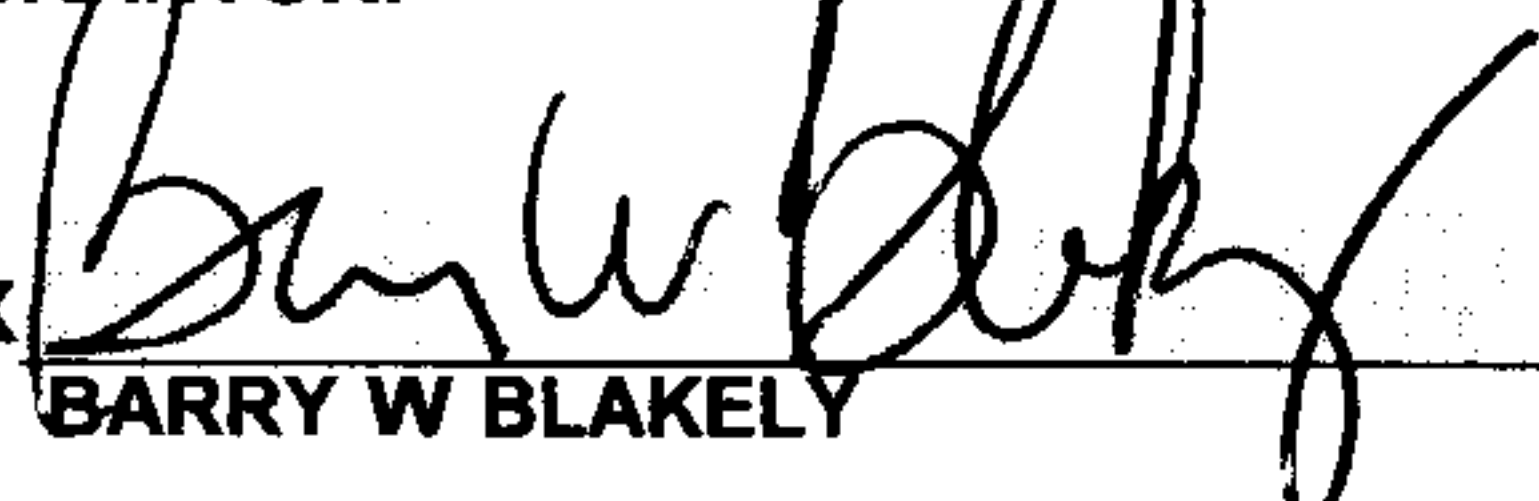
The Credit Limit or maximum principal indebtedness secured by the Mortgage (excluding finance charges, any temporary overages, other charges and any amounts expended or advanced as provided in the Mortgage) is hereby increased from \$30,000 to \$50,000.

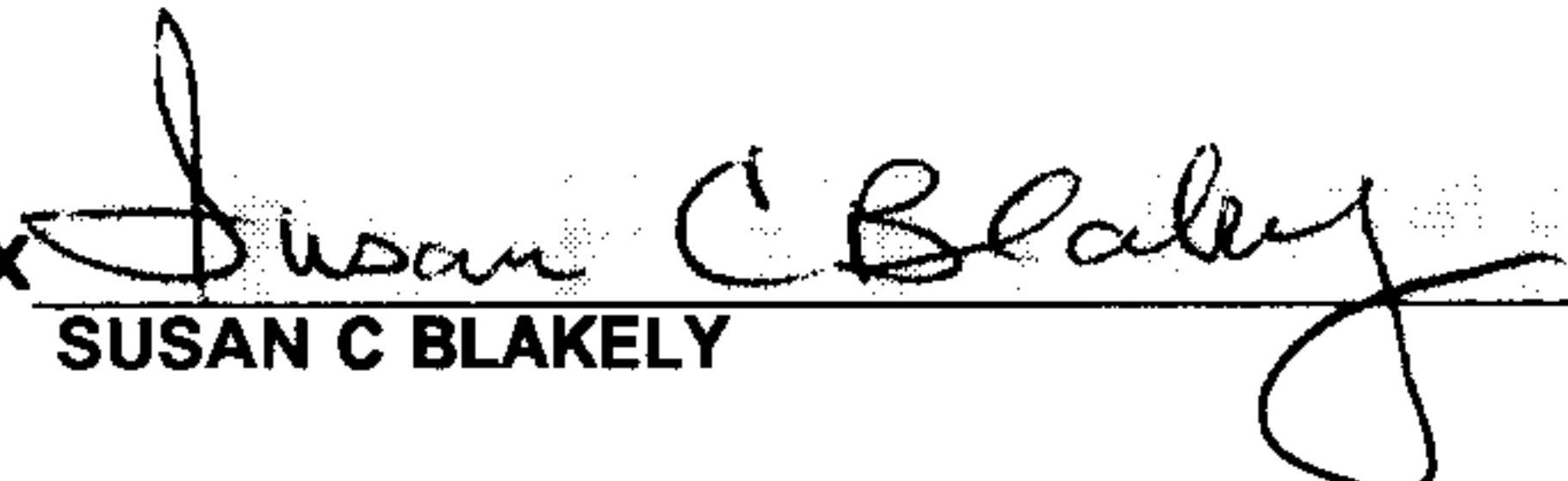
CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right 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 MARCH 20, 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)  
BARRY W BLAKELY

x  (Seal)  
SUSAN C BLAKELY

LENDER:

REGIONS BANK

x  (Seal)  
Authorized Signer

Loan No: 004327130000291073

MODIFICATION OF MORTGAGE  
(Continued)

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This Modification of Mortgage prepared by:

Name: Kara Plash  
Address: P.O. BOX 830721  
City, State, ZIP: BIRMINGHAM, AL 35283

INDIVIDUAL ACKNOWLEDGMENT

STATE OF AL )  
COUNTY OF Shelby ) SS  
)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **BARRY W BLAKELY** and **SUSAN C BLAKELY**, unmarried, 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 20 day of March, 2009.  
Leslie F. Gannon  
Notary Public

MY COMMISSION EXPIRES MAY 23, 2011

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 LESLIE GANNON whose name as CRANKY KRAMER 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 Notary of **Regions Bank**, executed the same voluntarily on the day same bears date.

Given under my hand and official seal this 20th day of MARCH, 2009.  
Leslie F. Gannon  
Notary Public

My commission expires MY COMMISSION EXPIRES JUNE 3, 2012



\*000561027\*

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