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MODIFICATION OF MORTGAGE



DOC48002000000043271300007746560000000

THIS MODIFICATION OF MORTGAGE dated April 14, 2009, is made and executed between **TAMMY T COOK AKA TAMMY COOK**, whose address is **2053 CHELSEA PARK BND, CHELSEA, AL 35043**; unmarried (referred to below as "Grantor") and **Regions Bank**, whose address is **16046 Highway 280, Chelsea, AL 35043** (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated January 9, 2009 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED ON 01/26/2009 IN SHELBY CO, AL INST # 20090126000023690.

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 CHELSEA, IN THE COUNTY OF SHELBY AND STATE OF ALABAMA AND BEING DESCRIBED IN A DEED DATED 11/07/2006 AND RECORDED 11/14/2006 IN BOOK , PAGE AMONG THE LAND RECORDS OF THE COUNTY AND STATE SET FORTH ABOVE AND REFERENCED AS FOLLOWS: THE FOLLOWING DESCRIBED REAL RESTATE SITUATED IN SHELBY COUNTY, ALABAMA, TO WIT: LOT 2-59 ACCORDING TO THE PLAT OF CHELSEA PARK 2ND SECTOR, AS RECORDED IN MAP BOOK 34, PAGE 22 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA. TOGETHER WITH THE NONEXCLUSIVE EASEMENT TO USE THE COMMON AREAS AS MORE PARTICULARLY DESCRIBED IN DECLARATION OF EASEMENTS AND MASTER PROTECTIVE COVENANTS OF CHELSEA PARK, A RESIDENTIAL SUBDIVISION, EXECUTED BY THE GRANTOR AND FILED FOR RECORD AS INSTRUMENT NO. 20041014000566950 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA AND DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR CHELSEA PARK 2ND SECTOR EXECUTED BY GRANTOR AND CHELSEA PARK RESIDENTIAL ASSOCIATION, LNC. AND RECORDED AS INSTRUMENT NO. 20041014000586980 (WHICH, TOGETHER WITH ALL AMENDMENTS THERETO, ARE HEREINAFTER COLLECTIVELY REFERRED TO AS THE DECLARATION). SUBJECT TO: (1) AD VALOREM TAXES DUE AND PAYABLE OCTOBER 1, 2006 AND ALL SUBSEQUENT YEARS THEREAFTER; (2) MINERAL AND MINING RIGHTS NOT OWNED BY GRANTOR; (3) THE EASEMENTS, RESTRICTIONS, ASSESSMENTS, COVENANTS, AGREEMENTS AND ALL OTHER TERMS AND PROVISIONS OF THE DECLARATION AND IN MAP BOOK 34 PAGE 147 A & B IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA; (4) ALL EASEMENTS, RESTRICTIONS, RESERVATIONS, AGREEMENTS, RIGHTS-OF-WAY, BUILDING SETBACK LINES AND ANY OTHER MATTERS OF RECORD. ADDRESS: 2053 CHELSEA PARK BND; CHELSEA, AL 35043 TAX MAP OR PARCEL ID NO.: 09-736-1002-059.000 .

The Real Property or its address is commonly known as 2053 CHELSEA PARK BND, CHELSEA, AL 35043.

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 \$10,000 to \$20,000.

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 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 APRIL 14, 2009.

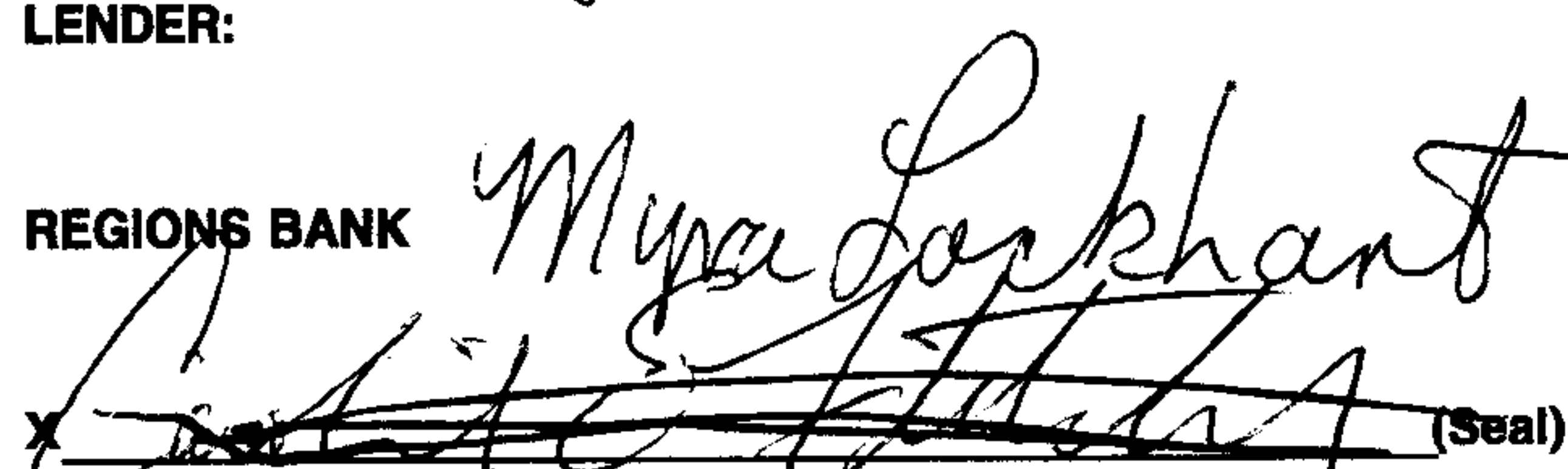
THIS MODIFICATION IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS MODIFICATION IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.

GRANTOR:

x  (Seal)
TAMMY T COOK

LENDER:

REGIONS BANK

x  (Seal)
Authorized Signer Myra Lockhart

This Modification of Mortgage prepared by:

Name: LaShonda Nelson
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 **TAMMY T COOK**, unmarried, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said Modification, he or she executed the same voluntarily on the day the same bears date.Given under my hand and official seal this 14th day of April, 2009.Austi B. Smith
Notary Public

MY COMMISSION EXPIRES NOVEMBER 24, 2012

My commission expires _____

LENDER ACKNOWLEDGMENT

STATE OF Alabama Alabama)
) SS
COUNTY OF Shelby Jefferson)I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Myra Lockhart Caroline E. Fletcher whose name as Caroline E. Fletcher 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 Caroline E. Fletcher of Regions Bank, executed the same voluntarily on the day the same bears date.Given under my hand and official seal this 14th 29 day of April, 2009.Austi B. Smith
Notary Public

MY COMMISSION EXPIRES NOVEMBER 24, 2012

My commission expires _____

MY COMMISSION EXPIRES MAY 11, 2009



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Shelby Cnty Judge of Probate, AL
05/08/2009 03:38:55 PM FILED/CERT