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## **MODIFICATION OF MORTGAGE**



\*DOC48002############827132000000\*

THIS MODIFICATION OF MORTGAGE dated May 12, 2010, is made and executed between JOHN E JEFFRIES, whose address is 201 N TIMOTHY DR, COLUMBIANA, AL 350515353; HAYDEN H JEFFRIES a/k/a HAYDEN HILL JEFFRIES, whose address is 201 N TIMOTHY DR, COLUMBIANA, AL 350515353; husband and wife (referred to below as "Grantor") and Regions Bank, whose address is 21325 Highway 25, Columbiana, AL 35051 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated August 7, 2009 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED AUGUST 24,2009 SHELBY CO INST#20090824000325010.

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

THE FOLLOWING DESCRIBED REAL ESTATE, SITUATED IN SHELBY COUNTY, ALABAMA, TO-WIT: LOT 5-A, ACCORDING TO THE RESURVEY OF LOTS 1 THROUGH 10 OF FIRST ADDITION TO TRIPLE SPRINGS, 2ND SECTOR, AS RECORDED IN MAP BOOK 7, PAGE 39, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA. SITUATED IN SHELBY COUNTY, ALABAMA. SUBJECT TO RESTRICTIONS, EASEMENTS AND RIGHTS OF WAY OF RECORD.TAX MAP OR PARCEL ID NO.: 21-7-25-4-001-009-000.

The Real Property or its address is commonly known as 201 N TIMOTHY DRIVE, COLUMBIANA, AL 350510000.

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 \$35000 to \$45500.

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.

SUBORDINATION, PARTIAL RELEASE AND OTHER MODIFICATION REQUESTS. From time to time, Grantor or Borrower may request that we subordinate the lien of this Mortgage to another lien, release part of the Property from the lien of this Mortgage, or agree to some other modification of this Mortgage or the Credit Agreement or any Related Document. We are not obligated to agree to any such request. We may, in our sole discretion, impose conditions on our agreement to any such request. Such conditions may include, without limitation, imposing a fee or increasing the interest rate under the Credit Agreement, or both.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED MAY 12, 2010.

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:

JOHN E JEFFRIES

LENDER:

\_(Seal)

(Seal)

HAYDEN H JEFFRIES

(Seal)

REGIONS BANK

Authorized Signer

This Modification of Mortgage prepared by:

**.** .

Name: Debbie Bryant

Address: P.O. BOX 830721 City, State, ZIP: BIRMINGHAM, AL 35283 20100603000175510 2/2 \$30.75 20100603000175510 2/2 \$30.75 Shelby Cnty Judge of Probate, AL 06/03/2010 01:01:41 PM FILED/CERT

	INDIVIDUAL ACKNOWLEDGMENT
	STATE OF Alabama ) SS  COUNTY OF Shellor ) ) SS  the undersigned authority, a Notary Public in and for said county in said state, hereby certify that JOHN E JEFFRIES and HAYDEN H JEFFRIES, 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 2 day of Notary Public Notary Public
	LENDER ACKNOWLEDGMENT
	STATE OF Alabama ) SS COUNTY OF Chilton )
	I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that \( \) \( \
,	My Commission Expires 9/30/2012  My Commission Expires 9/30/2012  My commission expires
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