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MODIFICATION OF MORTGAGE



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THIS MODIFICATION OF MORTGAGE dated May 27, 2010, is made and executed between CODIS W ADKINSON, AKA, C WAYNE ADKINSON, whose address is 3648 ROBIN CIR, BIRMINGHAM, AL 35242; EVA B ADKINSON, whose address is 3648 ROBIN CIR, 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 May 21, 2009 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

INSTRUMENT 200906000217680 RECORDED ON 6/8/2009 IN SHELBY COUNTY JUDGE OF PROBATE.

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 44-A, ACCORDING TO THE RESURVEY OF SUNNY MEADOWS, 3RD SECTOR, AS RECORDED IN MAP BOOK 9, PAGE 136, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA. SUBJECT TO RESTRICTIONS, RESERVATIONS, EASEMENTS, COVENANTS, OIL, GAS OR MINERAL RIGHTS OF RECORD, IF ANY. BEING THE SAME PREMISES CONVEYED TO C. WAYNE ADKINSON AND EVA B. ADKINSON, AS JOINT TENANTS WITH RIGHT OF SURVIVORSHIP FROM DONALD WAYNE DEUPREE AND WIFE, JAYNE G. DEUPREE BY WARRANTY DEED, JOINT TENANTS WITH RIGHT OF SURVIVORSHIP LAND TITLE COMPANY OF ALABAMA DATED 09/27/1994, AND RECORDED ON 10/12/1994, DOCUMENT # 1994-31072, IN SHELBY COUNTY, AL.

The Real Property or its address is commonly known as 3648 ROBIN 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 \$200,000.00 to \$300,000.00.

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 endorser 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 27, 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:

x Codis W. Adkinson (Seal)
CODIS W ADKINSON

x Eva B. Adkinson (Seal)
EVA B ADKINSON

LENDER:

REGIONS BANK

x Todd M. Sholer (Seal)
Authorized Signer

MODIFICATION OF MORTGAGE
(Continued)

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This Modification of Mortgage prepared by:

Name: Ivey McLain
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 **CODIS W ADKINSON** and **EVA B ADKINSON**, 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 27 day of May, 2010.

Notary Public

My commission expires MY COMMISSION EXPIRES JUNE 3, 2012

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 Todd M. Shafer whose name as Vice President 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 Vice President of **Regions Bank**, executed the same voluntarily on the day same bears date.

Given under my hand and official seal this 27 day of May, 202010

Notary Public

My commission expires MY COMMISSION EXPIRES JUNE 3, 2012