

RECORDATION REQUESTED BY:
REGIONS BANK
ALABASTER 1ST ST N
1235 1ST ST N
ALABASTER, AL 35007

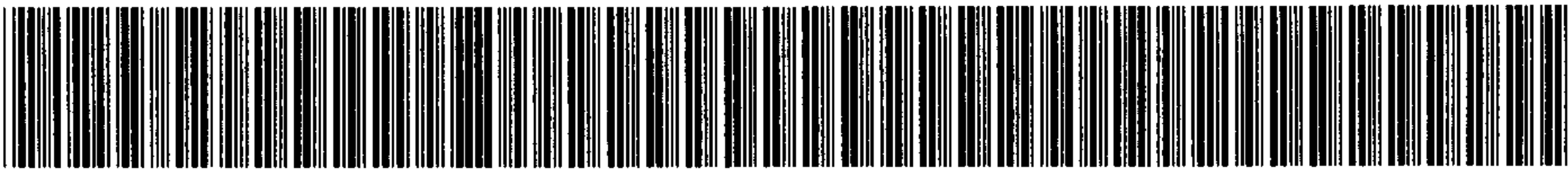
20100826000274600 1/3 \$179.70
Shelby Cnty Judge of Probate, AL
08/26/2010 10:30:26 AM FILED/CERT

WHEN RECORDED MAIL TO:
Regions Bank
Collateral Management
PO Box 12926
Birmingham, AL 35202

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY



MODIFICATION OF MORTGAGE



DOC48004017310000000070001248720000000

THIS MODIFICATION OF MORTGAGE dated July 9, 2010, is made and executed between SCOTT BRUMMITT; TERRI BRUMMITT, Husband and Wife (referred to below as "Grantor") and REGIONS BANK, whose address is 1235 1ST ST N, ALABASTER, AL 35007 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated February 16, 2007 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

In regard to that certain promissory note dated 02-16-2007, in the original principal sum of \$75,000.00 (the Original Note), and to secure the payment of the Original Note, Grantor made, executed and delivered that certain Deed of Trust or Mortgage of even date therewith and in the same principal sum as the Original Note, which deed of trust or mortgage is recorded in Book or Instrument number 1999, at Page (if applicable) 28544 of the public records of SHELBY County, AL.

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

The Real Property or its address is commonly known as 647 STUART LANE, PELHAM, AL 35124.

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

Principal Increase: Whereas the Note has a present principal balance of \$61,164.49, and the Borrower is the obligor under the Note and the Grantor is the grantor under the Deed of Trust or Mortgage, and Regions Bank is the owner and the holder of the Note and Deed of Trust or Mortgage; and whereas the Borrower and the Grantor have requested an additional advance of \$46,560.51. The present principal balance of the Note is as stated above and with the additional advance the principal balance of the Renewal Note is \$107,725.00.

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 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 JULY 9, 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 Scott Brummitt (Seal)
SCOTT BRUMMITT

X Terri Brummitt (Seal)
TERRI BRUMMITT

LENDER:

REGIONS BANK
Melissa R Keller (Seal)
Authorized Signer Melissa R Keller

This Modification of Mortgage prepared by:

Name: SHEILA F PARKER
Address: 1235 1ST ST N
City, State, ZIP: ALABASTER, AL 35007

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MODIFICATION OF MORTGAGE
(Continued)

Loan No: 000000007000124872

Page 2

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Alabama

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COUNTY OF Shelby

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20100826000274600 2/3 \$179.70
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I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **SCOTT BRUMMITT and TERRI BRUMMITT**, 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 18th day of August, 2010.

Joanne R. Irwin
Joanne R Irwin Notary Public

My commission expires 10/20/11

LENDER ACKNOWLEDGMENT

STATE OF Alabama

)

COUNTY OF Shelby

) SS

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I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Melissa R. Kelley 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 such Vice President of **REGIONS BANK**, executed the same voluntarily on the day the same bears date.


Given under my hand and official seal this 18th day of August, 2010.

Joanne R. Irwin
Joanne R Irwin Notary Public

My commission expires 10/20/11

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Legal Description



20100826000274600 3/3 \$179.70
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A PARCEL OF LAND LOCATED IN THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 14, TOWNSHIP 20 SOUTH, RANGE 3 WEST, SHELBY COUNTY, ALABAMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHEAST CORNER OF SAID 1/4 - 1/4 SECTION; THENCE IN A NORTHERLY DIRECTION ALONG THE EAST LINE OF SAID 1/4 - 1/4 SECTION, A DISTANCE OF 360 FEET, MORE OR LESS, TO A POINT ON THE NORTHEAST BANK OF BUCK CREEK; THENCE IN A NORTHWESTERLY DIRECTION ALONG THE NORTHEAST BANK OF BUCK CREEK, A DISTANCE OF 698 FEET; MORE OR LESS, TO THE POINT OF BEGINNING; THENCE IN A NORTHEASTERLY DIRECTION, 510 FEET NORTHWEST OF AND PARALLEL TO THE NORTHWEST RIGHT OF WAY LINE OF PARKER DRIVE, A DISTANCE OF 296 FEET, MORE OR LESS; THENCE 90 DEG. LEFT IN A NORTHWESTERLY DIRECTION A DISTANCE OF 50.0 FEET; THENCE 90 DEG. LEFT IN A SOUTHWESTERLY DIRECTION, A DISTANCE OF 305 FEET, MORE OR LESS, TO A POINT ON THE NORTHEAST BANK OF BUCK CREEK; THENCE IN A SOUTHEASTERLY DIRECTION ALONG THE NORTHEAST BANK OF BUCK CREEK, A DISTANCE OF 51 FEET, MORE OR LESS, TO THE POINT OF BEGINNING; BEING SITUATED IN SHELBY COUNTY, ALABAMA. TAX ID: 13-6-14-3-001-001.013.

Note: MDA Lending Solutions obtains the opinion of an independent attorney licensed in the subject property state prior to furnishing any title information where applicable by law.

Terms and Conditions:

USE OF THE REPORT: this report contains information obtained from public land records and MDA Lending Solutions, Inc. (MDA) makes no representation or warranty concerning its accuracy other than as specifically set forth below. The information contained in this report is limited to data gathered from the public records of the county in which the land is situated during the period in which the current owner has purportedly held title through the effective date of the report, the public records have been indexed and made available for examination, and such other information as may be provided in MDA's written terms of service. THIS REPORT IS NOT AN ABSTRACT OR OPINION OF TITLE, TITLE COMMITMENT OR GUARANTEE, OR TITLE INSURANCE POLICY.

WARRANTY: MDA warrants to you, the customer, that the public record information contained in this report has been accurately reported from the public record sources available as of the effective date of this report.

MDA further warrants that it will perform all search services in a professional and business like manner in strict compliance with your instructions and the terms of your Settlement Services Purchase Agreement. THE FOREGOING WARRANTY IS THE ONLY WARRANTY WITH RESPECT TO THIS REPORT AND SERVICES. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

LIMITATIONS: The information in this report does not guarantee the enforceability of your lien. To guarantee your interest in the title to the property, please consult legal counsel or obtain a title insurance policy for further review of public records and underwriting procedures to determine if additional information that would affect title exists.

MDA's liability for a breach of this warranty shall be limited to the actual amount of any loss incurred by you, the maximum amount allowed by applicable law or \$25,000, or that amount as limited by your Settlement Services Purchase Agreement, whichever is less, unless specifically determined by the Customer's Settlement Services Purchase Agreement and is conditioned upon your enforcing the promissory note and security instrument to the fullest extent provided by law and taking all reasonable steps to protect any interest you may acquire in the real property described in this report. In the state of Florida, our liability is limited to \$1,000. In the states of Washington and Oklahoma, our liability is limited to the cost of this report.

IN NO EVENT SHALL MDA BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES EVEN IF ADVISED THAT SUCH DAMAGES ARE POSSIBLE OR LIKELY. This warranty is extended to you as MDA's customer and is not intended for the benefit of any third party. MDA's warranty liability will terminate with the transfer, sale or assignment of any loan made by you which relates to the property described in this report, unless MDA agrees in writing to an extension of the warranty.

End of report.

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