



20130814000331310 1/2 \$39.50
Shelby Cnty Judge of Probate, AL
08/14/2013 12:26:20 PM FILED/CERT

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REGIONS
MODIFICATION OF MORTGAGE

78937019

20131761650520



Maturity Date 06-25-2032

Notice: The original principal amount available under the Note (as defined below), which was \$119,000.00 (on which any required taxes already have been paid), now is increased by an additional \$15,000.00.

THIS MODIFICATION OF MORTGAGE dated July 29, 2013, is made and executed between ROBERT M NEEL, whose address is 107 AARON PARC CT, PELHAM, AL 35124; BARBARA M NEEL aka BARBARA MCNORTON NEEL, whose address is 107 AARON PARC CT, PELHAM, AL 35124; husband and wife (referred to below as "Grantor") and Regions Bank, whose address is 201 Milan Parkway, Birmingham, AL 35211 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated June 25, 2012 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED ON JULY 13, 2012 IN THE OFFICE OF THE JUDGE OF PROBATE FOR SHELBY COUNTY, ALABAMA IN INSTRUMENT #20120713000251460.

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 13, ACCORDING TO THE SURVEY OF AARON PARC, AS RECORDED IN MAP BOOK 22, PAGE 40, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA. SUBJECT TO: 1. RIGHTS OR CLAIMS OF PARTIES IN POSSESSION NOT SHOWN BY PUBLIC RECORDS. 2. EASEMENTS OR CLAIMS THEREOF, WHICH ARE NOT SHOWN BY PUBLIC RECORDS. 3. ANY ENCROACHMENT, ENCUMBRANCE, VIOLATIONS, VARIATION, OR ADVERSE CIRCUMSTANCE AFFECTING THE TITLE THAT WOULD DISCLOSED BY AN ACCURATE AND COMPLETE LAND SURVEY. 4. TITLE TO ALL OIL, GAS AND MINERALS WITHIN AND UNDERLYING THE PREMISES, TOGETHER WITH ALL OIL, AND MINING RIGHTS AND OTHER RIGHTS, PRIVILEGES AND IMMUNITIES RELATING THERETO, TOGETHER WITH ANY RELEASE OF LIABILITY FOR INJURY OR DAMAGES TO PERSONS OR PROPERTY. 5. ANYTHING TO THE CONTRARY NOTWITHSTANDING, THIS, POLICY, DOES NOT ATTEMPT TO SET OUT ANY OWNERSHIP INTEREST IN ANY OIL, GAS, AND MINERALS OR ANY RIGHTS IN CONNECTION THEREWITH, AND SAID OIL, GAS AND MINERALS INTEREST AND ALL RIGHTS OF ENTRY, INCLUDING THE RIGHT TO MINE OR EXTRACT SUCH OIL, GAS AND MINERAL INTEREST ARE NOT INSURED. SUBJECT TO RESTRICTIONS, RESERVATIONS, EASEMENTS, COVENANTS, OIL, GAS OR MINERAL RIGHTS OF RECORD, IF ANY. BEING THE SAME PREMISES CONVEYED TO ROBERT M. NEEL AND BARBARA MCNORTON NEEL, AS JOINT TENANTS WITH RIGHT OF SURVIVORSHIP FROM SHERYL D. BENSON, A MARRIED WOMAN NOT JOINED BY SPOUSE BY WARRANTY DEED DATED 06/07/2011, AND RECORDED ON 06/15/2011, DOCUMENT # 20110615000176190, IN SHELBY COUNTY, AL.

The Real Property or its address is commonly known as 107 AARON PARC CT, PELHAM, AL 35124.

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 \$119,000.00 to \$134,000.00.

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 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

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MODIFICATION OF MORTGAGE
(Continued)

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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 JULY 29, 2013.

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 Robert M. Neel (Seal)
ROBERT M NEEL

X Barbara M. Neel (Seal)
BARBARA M NEEL

LENDER:

REGIONS BANK

X Dean Shepherd (Seal)
Authorized Signer
Dean Shepherd

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This Modification of Mortgage prepared by:

Name: Antoinette Melton-Garrick
Address: 2050 Parkway Office Circle
City, State, ZIP: Hoover, AL 35244

INDIVIDUAL ACKNOWLEDGMENT

STATE OF ALABAMA)
COUNTY OF SHELBY) SS)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **ROBERT M NEEL** and **BARBARA M NEEL**, 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 29 day of JULY, 20 13.

MY COMMISSION EXPIRES FEBRUARY 28, 2016

My commission expires _____

Dean Shepherd
Notary Public

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 **DEAN SHEPHERD** whose name as **DEAN SHEPHERD** 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 **ASS** of **Regions Bank**, executed the same voluntarily on the day same bears date.

Given under my hand and official seal this 29 day of JULY, 20 13.

MY COMMISSION EXPIRES SEPTEMBER 9, 2015

My commission expires _____

Thomas A. Pigg
Notary Public



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