

WHEN RECORDED MAIL TO:

Regions Bank  
Collateral Management  
201 Milan Parkway  
Birmingham, AL 35211

20140429000126790 1/2 \$33.00  
Shelby Cnty Judge of Probate: AL  
04/29/2014 11:08:04 AM FILED/CERT

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY



When Recorded Return To:  
Indecomm Global Services  
2925 Country Drive  
St. Paul, MN 55117  
79351759

MODIFICATION OF MORTGAGE



\*DOC4800201502#####1158320000000\*

Notice: The original principal amount available under the Note (as defined below), which was \$10,000.00 (on which any required taxes already have been paid), now is increased by an additional \$10,000.00.

THIS MODIFICATION OF MORTGAGE dated April 11, 2014, is made and executed between JOEL H ROCHESTER, whose address is 5967 HWY 25, MONTEVALLO, AL 35115; JERRIE ROCHESTER aka JERRIE C ROCHESTER, whose address is 5967 HWY 25, MONTEVALLO, AL 35115; husband and wife (referred to below as "Grantor") and Regions Bank, whose address is 910 North Main Street, Montevallo, AL 35115 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated March 7, 2013 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED ON 03/21/13 IN THE OFFICE OF JUDGE OF PROBATE IN SHELBY COUNTY, AL INSTR 20130321000117610.

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:

FROM THE NORTHWEST CORNER OF CALMONT SUBDIVISION, AS PER MAP BOOK 4, PAGE 4, SHELBY COUNTY, ALABAMA PROBATE OFFICE, ITS RELATION TO THE ORIGINAL GOVERNMENT SURVEY SHOWN THEREON, RUN ALONG THE NORTH LINE OF SAID SUBDIVISION N 88 DEGREES 16 MINUTES 39 SECONDS E 1606.38 FEET; THENCE S 04 DEGREES 58 MINUTES 21 SECONDS W 102.0 FEET; THENCE N 88 DEGREES 16 MINUTES 39 SECONDS E 420.0 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HERE DESCRIBED; FROM SAID POINT, CONTINUE SAID COURSE 347.167 FEET; THENCE S 00 DEGREES 35 MINUTES 08 SECONDS E 841.44 FEET TO THE NORTH RIGHT OF WAY LINE OF ALABAMA HIGHWAY NO. 25; THENCE RUN ALONG SAID RIGHT OF WAY LINE S 88 DEGREES 16 MINUTES 39 SECONDS W 338.582 FEET THENCE RUN N 00 DEGREES 00 MINUTES 05 SECONDS E 841.14 FEET, BACK TO THE POINT OF BEGINNING, CONTAINING 6.62 ACRES, MORE OR LESS.

SUBJECT TO RESTRICTIONS, RESERVATIONS, EASEMENTS, COVENANTS, OIL, GAS OR MINERAL RIGHTS OF RECORD, IF ANY.

BEING THE SAME PREMISES CONVEYED TO JOEL H. ROCHESTER AND WIFE, JERRIE C. ROCHESTER, FOR AND DURING THEIR JOINT LIVES AND UPON THE DEATH OF EITHER OF THEM, THEN TO THE SURVIVOR OF THEM FROM JOEL H. ROCHESTER AND WIFE, JERRIE C. ROCHESTER BY WARRANTY DEED, JOINTLY FOR LIFE WITH REMAINDER TO SURVIVOR DATED 11/6/1998, AND RECORDED ON 11/10/1998, DOCUMENT # 1998-44529, IN SHELBY COUNTY, AL.

The Real Property or its address is commonly known as 5967 HWY 25, MONTEVALLO, AL 35115.

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 \$10000.00 to \$20000.00.

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



MODIFICATION OF MORTGAGE  
(Continued)

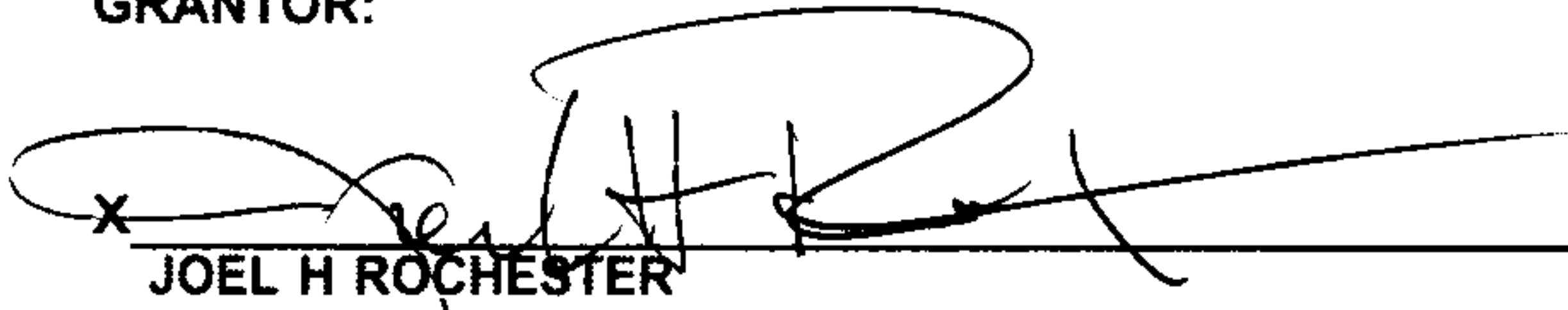
Page 2

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 APRIL 11, 2014.

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.

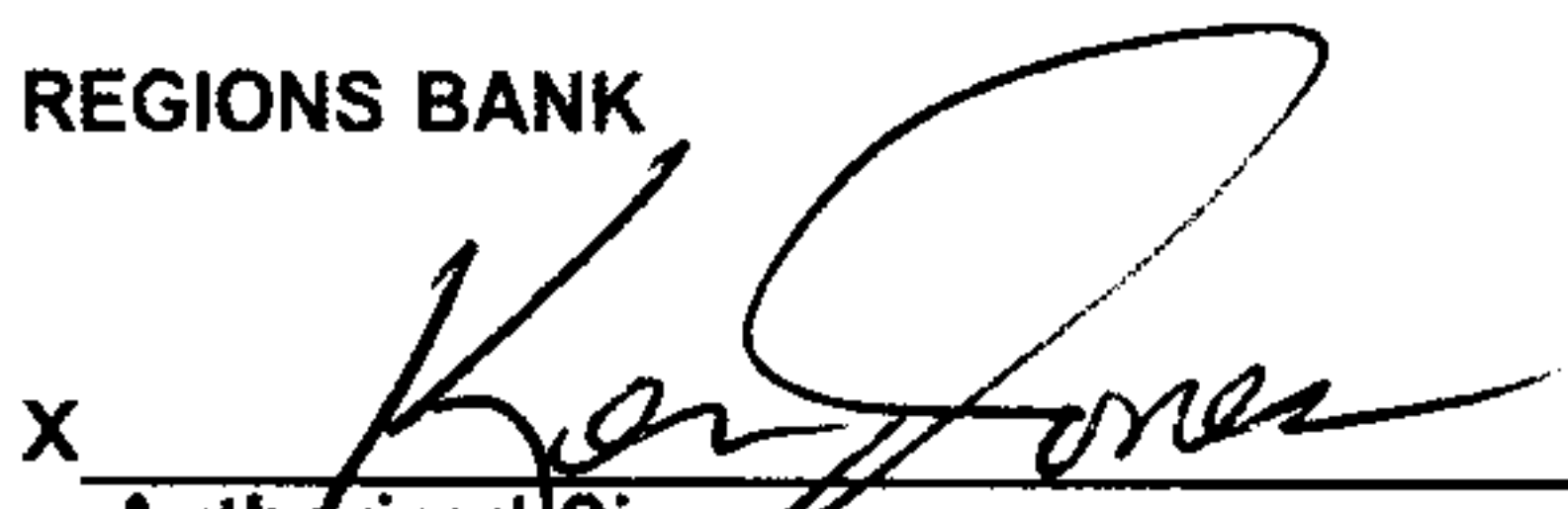
GRANTOR:

X  (Seal)  
JOEL H ROCHESTER

X  (Seal)  
JERRIE ROCHESTER

LENDER:

REGIONS BANK

X  (Seal)  
Authorized/Signer  
Ken Jones



20140429000126790 2/2 \$33.00  
Shelby Cnty Judge of Probate, AL  
04/29/2014 11:08:04 AM FILED/CERT

This Modification of Mortgage prepared by:

Name: Murry Hyman  
Address: 2050 Parkway Office Circle  
City, State, ZIP: Hoover, AL 35244

INDIVIDUAL ACKNOWLEDGMENT

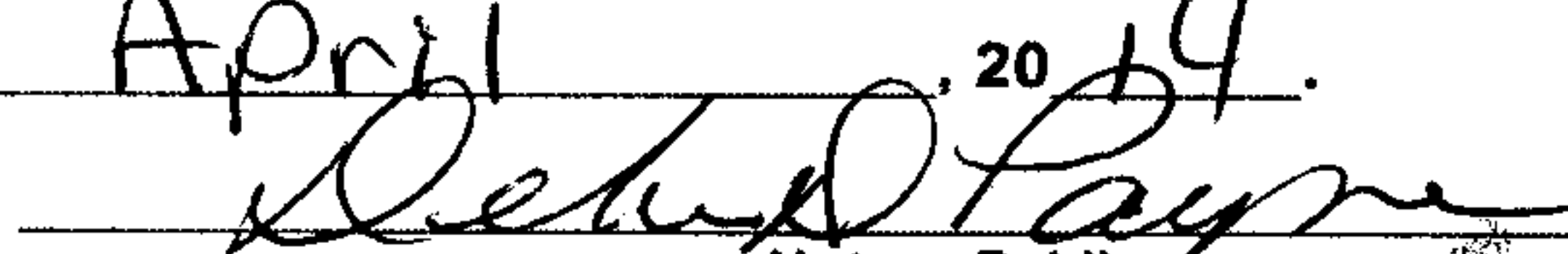
STATE OF Alabama )  
COUNTY OF Chilton ) SS )

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **JOEL H ROCHESTER** and **JERRIE ROCHESTER**, 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 11th day of April, 20 14.

My commission expires

DEBRA D PAYNE  
NOTARY PUBLIC  
ALABAMA STATE AT LARGE  
MY COMMISSION EXPIRES 12/2/2015

  
Notary Public  
Debra D. Payne

LENDER ACKNOWLEDGMENT

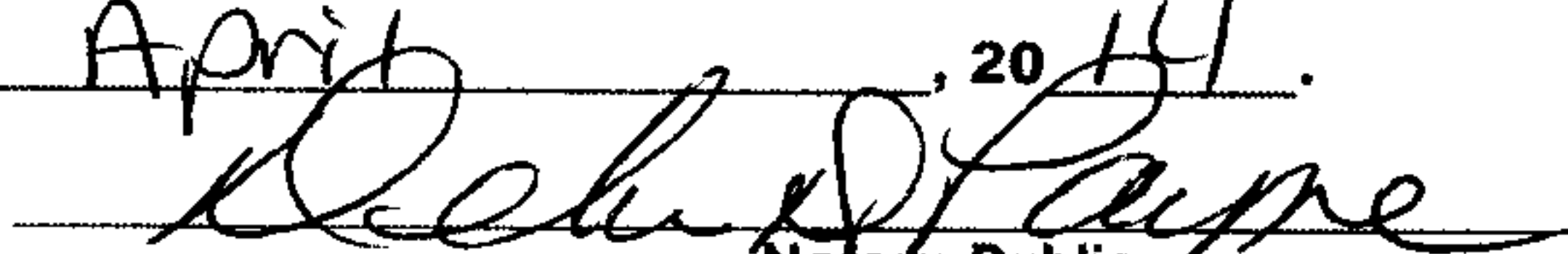
STATE OF Alabama )  
COUNTY OF Chilton ) SS )

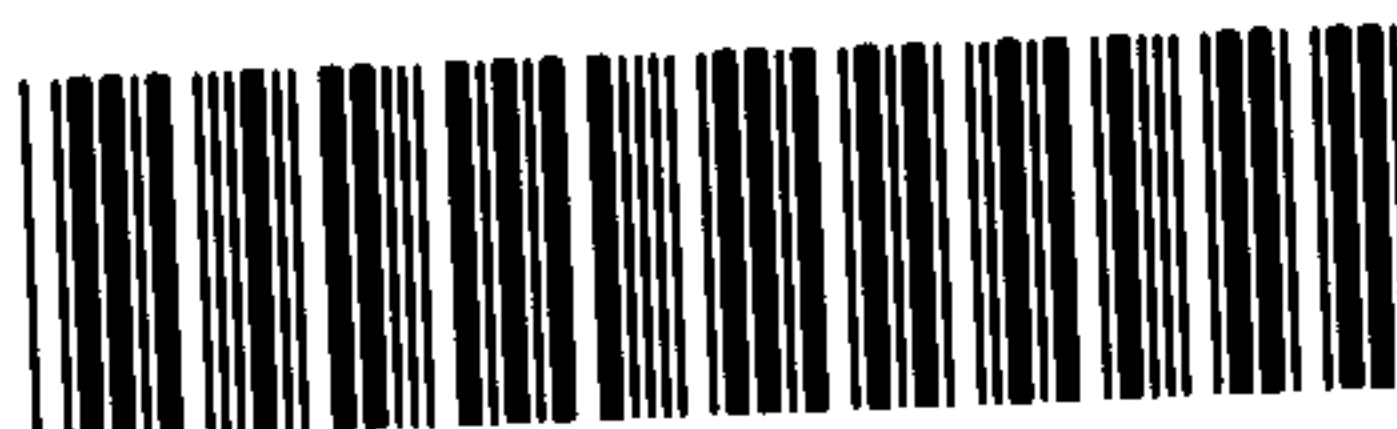
I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Ken Jones whose name as Vice-President of Regions Bank is signed to the foregoing Modification and who is known to me, acknowledged before me on this day that, being informed of the contents of the Modification of Mortgage, he or she, in his or her capacity as such Officer of Regions Bank, executed the same voluntarily on the day same bears date.

Given under my hand and official seal this 11th day of April, 20 14.

My commission expires

DEBRA D PAYNE  
NOTARY PUBLIC  
ALABAMA STATE AT LARGE  
MY COMMISSION EXPIRES 12/2/2015

  
Notary Public  
Debra D. Payne



\*U04679197\*

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