20141218000397930 1/2 \$39.50 Shelby Cnty Judge of Probate, AL 12/18/2014 12:29:56 PM FILED/CERT

WHEN RECORDED MAIL TO:
Regions Bank
Colleter Management

,

Collateral Management 201 Milan-Parkway Birmingham, AL 35211

Indecomm Global Services
2925 Country Drive
St. Paul, MN 55117

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

REGIONS 3143051043540

MODIFICATION OF MORTGAGE



DOC4800201502###########1511300000000

Notice: The original principal amount available under the Note (as defined below), which was \$30,000.00 (on which any required taxes already have been paid), now is increased by an additional \$15,000.00.

THIS MODIFICATION OF MORTGAGE dated December 5, 2014, is made and executed between JERRY C SNOW, whose address is 158 BLACKSTONE CT, CHELSEA, AL 35043; CATHY L SNOW, whose address is 158 BLACKSTONE CT, CHELSEA, AL 35043; 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 16, 2014 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED ON 07-10-2014 IN THE OFFICE OF THE SHELBY COUNTY JUDGE OF PROBATE FOR SHELBY COUNTY, STATE OF ALABAMA IN INSTRUMENT #20140710000209550.

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 40, ACCORDING TO THE MAP AND SURVEY OF CHESSER PLANTATION, PHASE I, SECTOR 2, RECORDED IN MAP BOOK 33, PAGE 121, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA; BEING SITUATED IN SHELBY COUNTY, ALABAMA (THE "PROPERTY"). TOGETHER WITH THE NONEXCLUSIVE EASEMENT TO USE THE COMMON AREAS AS MORE PARTICULARLY DESCRIBED IN THE CHESSER PLANTATION DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED AS INST. #2002030600010788 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA (WHICH, TOGETHER WITH ALL AMENDMENTS THERETO. IS HEREINAFTER COLLECTIVELY REFERRED TO AS THE "DECLARATION").

SUBJECT TO: MINERAL AND MINING RIGHTS NOT OWNED BY GRANTOR; THE EASEMENTS, RESTRICTIONS, ASSESSMENTS, COVENANTS, AGREEMENTS AND ALL OTHER TERMS AND PROVISIONS OF THE DECLARATION AND IN MAP BOOK 33 PAGE 121 AND INST. #2002030600010788 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA; ALL EASEMENTS, RESTRICTIONS, RESERVATIONS, AGREEMENTS, RIGHTS-OF-WAY, BUILDING SETBACK LINES AND ANY OTHER MATTERS OF RECORD.

SUBJECT TO RESTRICTIONS, RESERVATIONS, EASEMENTS, COVENANTS, OIL. GAS OR MINERAL RIGHTS OF RECORD, IF ANY.
BEING THE SAME PREMISES CONVEYED TO JERRY C. SNOW AND CATHY L. SNOW, AS JOINT TENANTS WITH RIGHT OF
SURVIVORSHIP FROM CHESSER PLANTATION, INC., AN ALABAMA CORPORATION BY STATUTORY WARRANTY DEED - JOINT
TENANTS WITH RIGHT OF SURVIVORSHIP DATED 3/29/2007, AND RECORDED ON 4/5/2007, DOCUMENT # 20070405000156420, IN
SHELBY COUNTY, AL.

The Real Property or its address is commonly known as 158 BLACKSTONE CT, CHELSEA, AL 35043.

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 \$30,000 to \$45,000.

continuing 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

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 DECEMBER 5, 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:

(Seal)

CENDER:

REGIONS_BANK

(Seal) **Authorized Signer**

This Modification of Mortgage prepared by:

Name: LaTisha Edwards

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

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Alabama
COUNTY OF Jefferson

) SS

, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that JERRY C SNOW and CATHY L SNOW, 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 band and efficiel coat this

DEBORAH NEAL

Deborah Weal

My commission expires

LENDER ACKNOWLEDGMENT

STATE OF Alabama

COUNTY OF Jefferson

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that <u>Deborah Neal</u> of Regions Bank is signed to the foregoing Modification and who is known to me, whose name as 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 Bawk Officer of Regions Bank, executed the same yoluntarily on the day same bears date,

Given under my hand and official seal this

day of December, 20 1

Notary Public

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