

When Recorded Return to:  
Indecomm Global Services  
As Recording Agent Only  
1260 Energy Lane  
St. Paul, MN 55108

WHEN RECORDED MAIL TO:  
Regions Bank  
Collateral Management  
201 Milan Parkway  
Birmingham, AL 35211

800 78276

20150929000339600 1/2 \$107.00  
Shelby Cnty Judge of Probate, AL  
09/29/2015 11:32:21 AM FILED/CERT

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY



**MODIFICATION OF MORTGAGE**



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20152041240500

Notice: The original principal amount available under the Note (as defined below), which was \$100,000.00 (on which any required taxes already have been paid), now is increased by an additional \$60,000.00.

THIS MODIFICATION OF MORTGAGE dated September 11, 2015, is made and executed between ROSEMARY Y VOLTZ, whose address is 5102 COLONIAL PARK RD, BIRMINGHAM, AL 35242; unmarried (referred to below as "Grantor") and Regions Bank, whose address is 5420 Highway 280, Birmingham, AL 35242 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated February 27, 2013 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED ON 03/25/2013 IN THE OFFICE OF PROBATE JUDGE FOR SHELBY COUNTY, AL IN INSTRUMENT #20130325000123010

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 7, ACCORDING TO THE SURVEY OF MEADOW BROOK, 6TH SECTOR, AS RECORDED IN MAP BOOK 8, PAGE 44, 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 ROSEMARY Y. VOLTZ, A SINGLE WOMAN FROM ALGERNON B. VOLTZ, JR., A SINGLE MAN BY WARRANTY DEED DATED 2/5/2007, AND RECORDED ON 2/7/2007, DOCUMENT # 20070207000058830, IN SHELBY COUNTY, AL.

The Real Property or its address is commonly known as 5102 COLONIAL PARK RD, 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 \$100,000.00 to \$160,000.00.

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 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 SEPTEMBER 11, 2015.

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.

A2015091600130



