

When Recorded Return to:
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1260 Energy Lane
St. Paul, MN 55108

80301072

WHEN RECORDED MAIL TO:

Regions Bank
Collateral Management
201 Milan Parkway
Birmingham, AL 35211

20160506000154020 1/3 \$72.00
Shelby Cnty Judge of Probate, AL
05/06/2016 12:59:39 PM FILED/CERT

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY



20160831316550

MODIFICATION OF MORTGAGE



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Notice: The original principal amount available under the Note (as defined below), which was \$25,000.00 (on which any required taxes already have been paid), now is increased by an additional \$34,000.00.

THIS MODIFICATION OF MORTGAGE dated April 19, 2016, is made and executed between FLAVIL L WEAR AKA F L WEAR, whose address is 4096 SOMERSET RDG, BIRMINGHAM, AL 35242; GAIL E WEAR, whose address is 4096 SOMERSET RDG, BIRMINGHAM, AL 35242; husband and wife (referred to below as "Grantor") and Regions Bank, whose address is 200 Corporate Ridge North, Birmingham, AL 35242 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated November 30, 2015 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED ON 12/16/2015 IN THE OFFICE OF THE JUDGE OF PROBATE IN SHELBY COUNTY, AL INSTRUMENT#20151216000429210.

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 THE STATE OF ALABAMA, COUNTY OF SHELBY, TO-WIT:

LOT 1192, ACCORDING TO THE SURVEY OF BROOK HIGHLAND, 11TH SECTOR, PHASE II, AN EDDLEMAN COMMUNITY, AS RECORDED IN MAP BOOK 22, PAGE 36 A & B, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA; BEING SITUATED IN SHELBY COUNTY, ALABAMA.

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

BEING THE SAME PREMISES CONVEYED TO F. L. WEAR AND WIFE, GAIL E. WEAR, AS JOINT TENANTS WITH RIGHT OF SURVIVORSHIP FROM BOBBY J. KERLEY AND WIFE, CATHY C. KERLEY BY WARRANTY DEED DATED 1/24/2002, AND RECORDED ON 1/25/2002, DOCUMENT # 2002-04439, IN SHELBY COUNTY, AL.

The Real Property or its address is commonly known as 4096 SOMERSET RDG, 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 \$25,000.00 to \$59,000.00.

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.

MODIFICATION OF MORTGAGE
(Continued)

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 19, 2016.

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 Flavil L Wear (Seal)
FLAVIL L WEAR

X Gail E. Wear (Seal)
GAIL E WEAR

LENDER:

REGIONS BANK

X Christopher S Wilson (Seal)
Authorized Signer
Christopher S Wilson

This Modification of Mortgage prepared by:

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

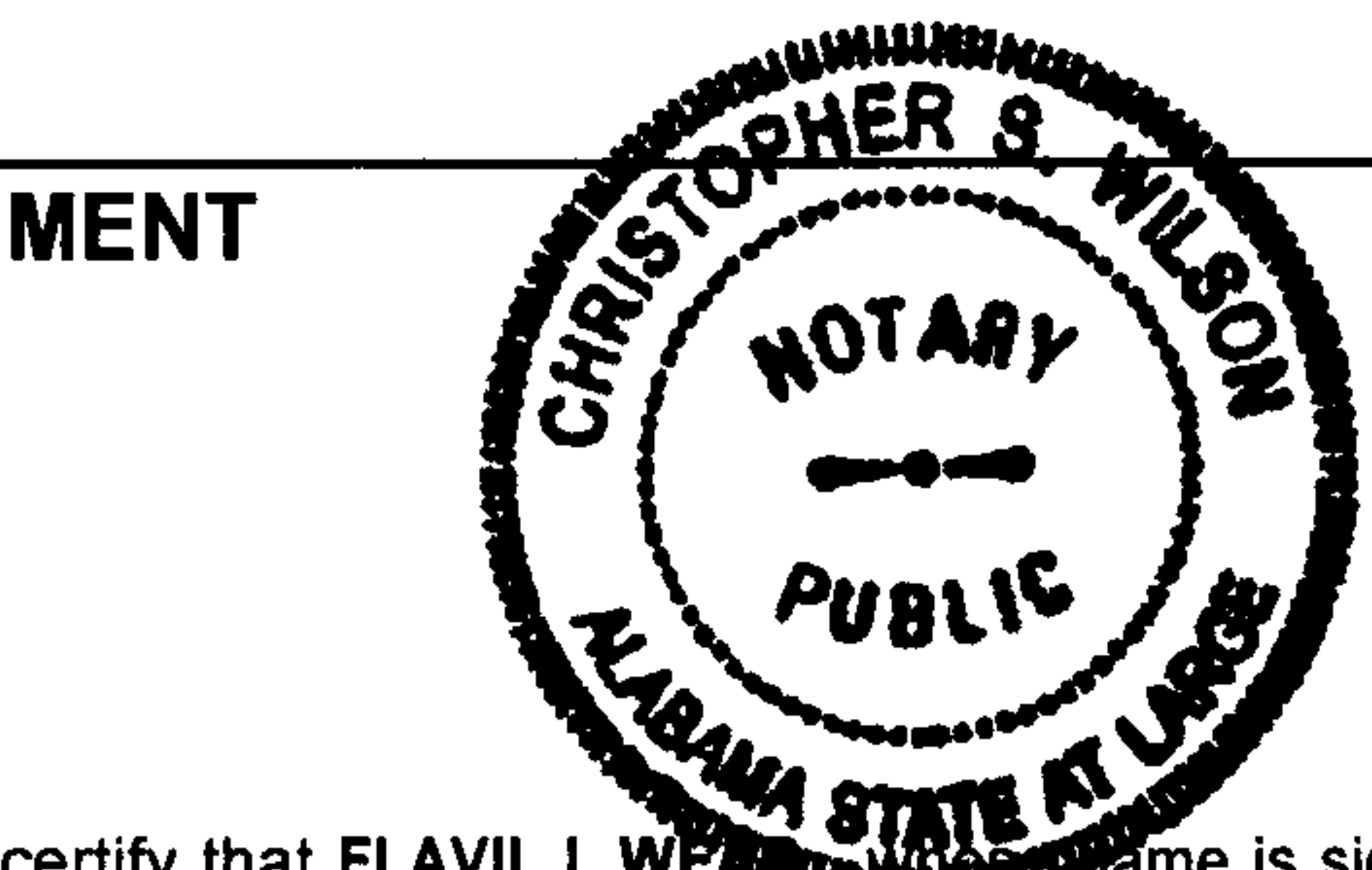
INDIVIDUAL ACKNOWLEDGMENT

STATE OF ALABAMA)
) SS
COUNTY OF SHELBY)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that FLAVIL L WEAR whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said Modification, he or she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 19th day of April, 2016.

My commission expires MY COMMISSION EXPIRES FEBRUARY 1, 2020



Christopher S Wilson
Notary Public

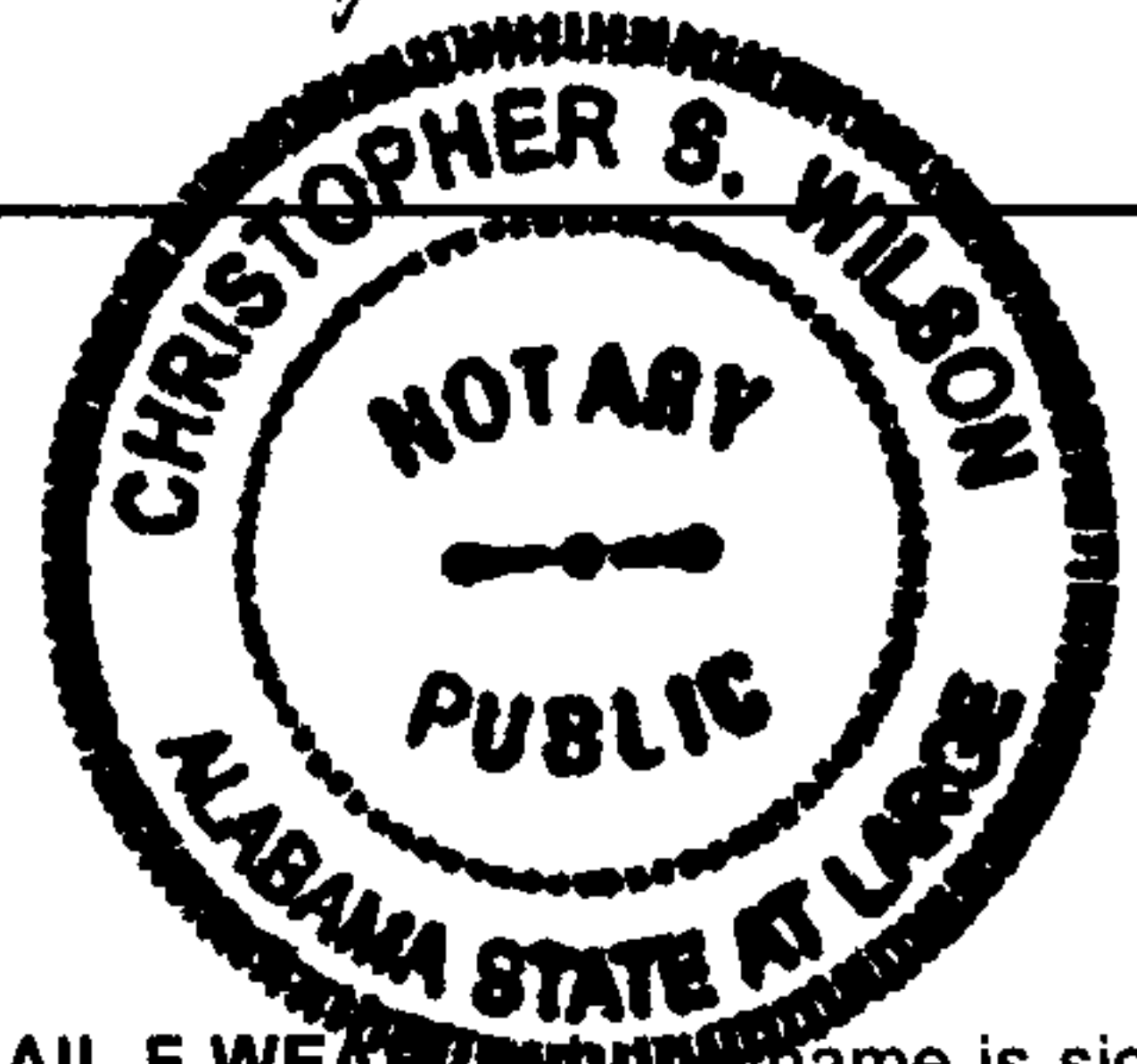
INDIVIDUAL ACKNOWLEDGMENT

STATE OF ALABAMA)
) SS
COUNTY OF SHELBY)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that GAIL E WEAR whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said Modification, he or she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 19th day of April, 2016.

My commission expires MY COMMISSION EXPIRES FEBRUARY 1, 2020



Christopher S Wilson
Notary Public

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MODIFICATION OF MORTGAGE
(Continued)

LENDER ACKNOWLEDGMENT

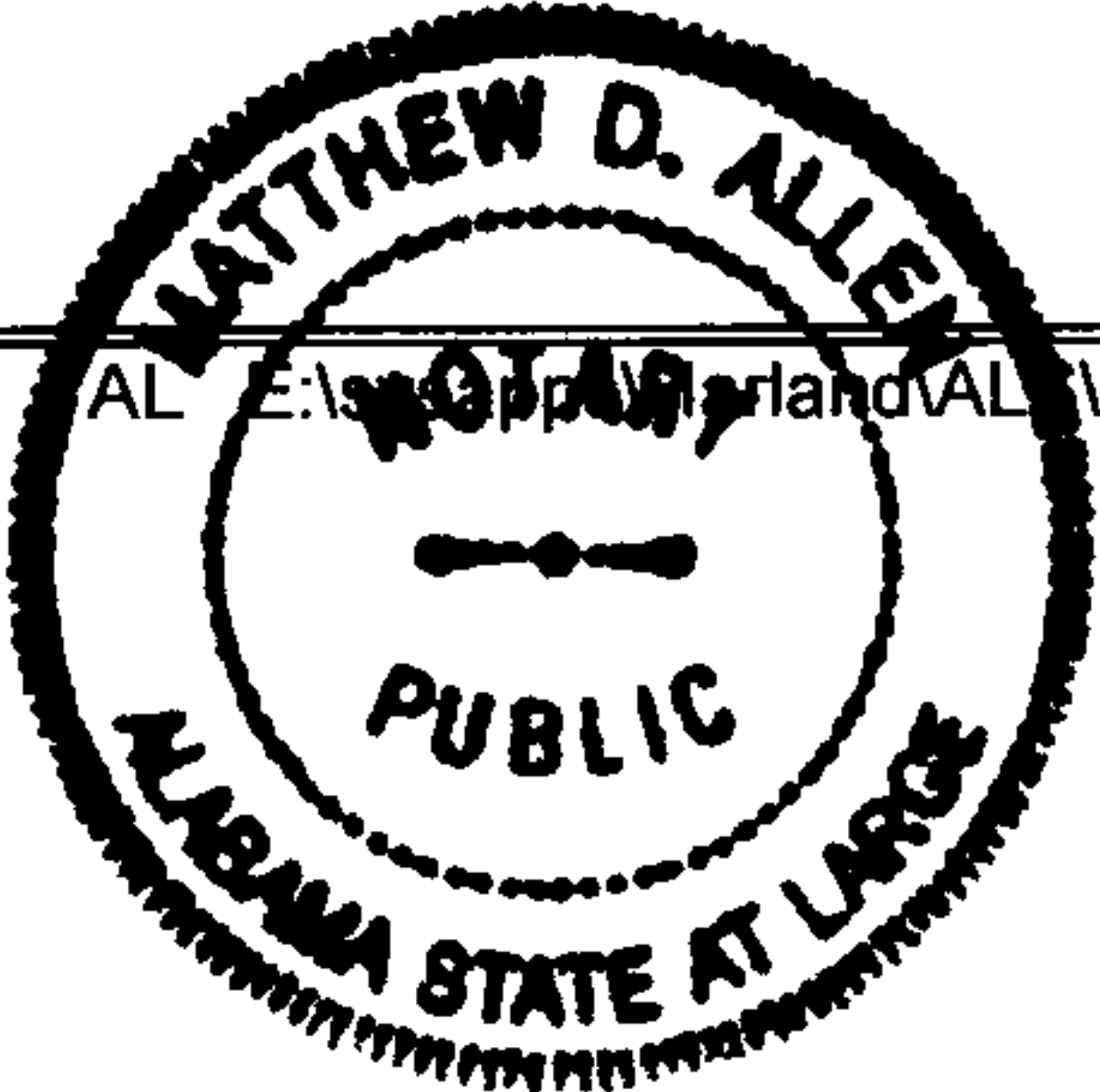
STATE OF ALABAMA)
)
COUNTY OF SHELBY) SS
)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Christopher S. Wilson
whose name as Branch Team Leader 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 Branch Team Leader of Regions Bank, executed the same voluntarily on the day same bears date.
Given under my hand and official seal this 19th day of April, 20 16.

Matthew D. Allen
Notary Public

MY COMMISSION EXPIRES AUGUST 22, 2018

My commission expires _____



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20160506000154020 3/3 \$72.00
Shelby Cnty Judge of Probate, AL
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