

Y2016060966750

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~~


20160620000211760 1/3 \$36.50
Shelby Cnty Judge of Probate, AL
06/20/2016 01:07:49 PM FILED/CERT

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

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 REGIONS
MODIFICATION OF MORTGAGE

2016/27/242260



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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 \$11,000.00.

THIS MODIFICATION OF MORTGAGE dated June 6, 2016, is made and executed between ALICE E PEACOCK, whose address is 102 IVY BROOK DR, PELHAM, AL 35124; WILLIAM E PEACOCK, whose address is 102 IVY BROOK DR, PELHAM, AL 35124; wife and husband (referred to below as "Grantor") and Regions Bank, whose address is 601 Lakeshore Parkway, Birmingham, AL 35209 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated March 16, 2016 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED ON 03/31/16 IN THE OFFICE OF JUDGE OF PROBATE IN SHELBY COUNTY, AL INSTRUMENT #20160331000103760.

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 90, ACCORDING TO THE SURVEY OF IVY BROOK PHASE ONE, AS RECORDED IN MAP BOOK 18, PAGE 21, 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 WILLIAM E. PEACOCK AND WIFE, ALICE E. PEACOCK, FOR AND DURING THEIR JOINT LIVES AND UPON THE DEATH OF EITHER OF THEM, THEN TO THE SURVIVOR OF THEM FROM D. R. HORTON, INC. - BIRMINGHAM, A CORPORATION BY STATUTORY WARRANTY DEED DATED 11/30/1995, AND RECORDED ON 12/8/1995, DOCUMENT # 1995-35257, IN SHELBY COUNTY, AL.

The Real Property or its address is commonly known as 102 IVY BROOK DR, 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 \$10,000 to \$21,000.

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 JUNE 6, 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.

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MODIFICATION OF MORTGAGE
(Continued)

GRANTOR:

X *Alice E Peacock* (Seal)
ALICE E PEACOCK

X *William E Peacock* (Seal)
WILLIAM E PEACOCK

LENDER:

REGIONS BANK

X *Maxwell Kunstmann* (Seal)
Authorized Signer
Maxwell Kunstmann

This Modification of Mortgage prepared by:

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

INDIVIDUAL ACKNOWLEDGMENT

STATE OF ALABAMA)
) SS
COUNTY OF JEFFERSON)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that ALICE E PEACOCK , 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 6TH day of JUNE, 20 16.

MY COMMISSION EXPIRES SEPTEMBER 10, 2019
My commission expires _____

Zachary Eaves
Notary Public

INDIVIDUAL ACKNOWLEDGMENT

STATE OF ALABAMA)
) SS
COUNTY OF JEFFERSON)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that WILLIAM E PEACOCK , 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 6TH day of JUNE, 20 16.

MY COMMISSION EXPIRES SEPTEMBER 10, 2019
My commission expires _____

Zachary Eaves
Notary Public

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MODIFICATION OF MORTGAGE
(Continued)

LENDER ACKNOWLEDGMENT

STATE OF ALABAMA)
) SS
COUNTY OF JEFFERSON)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that MAXWELL KUNSTMANN
whose name as BRANCH MANAGER 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 MANAGER of Regions Bank, executed the same voluntarily on the day same bears date.
Given under my hand and official seal this 6TH day of JUNE, 20 16.

MY COMMISSION EXPIRES SEPTEMBER 10, 2019
My commission expires _____

[Signature]
Notary Public
Zachary Eaves



+U05858102*

1658 6/15/2016 80350911/1

[Barcode]
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