


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

WHEN RECORDED MAIL TO:

Regions Bank
Collateral Management
201 Milan Parkway
Birmingham, AL 35211


20160712000241550 1/3 \$99.00
Shelby Cnty Judge of Probate, AL
07/12/2016 09:55:15 AM FILED/CERT

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

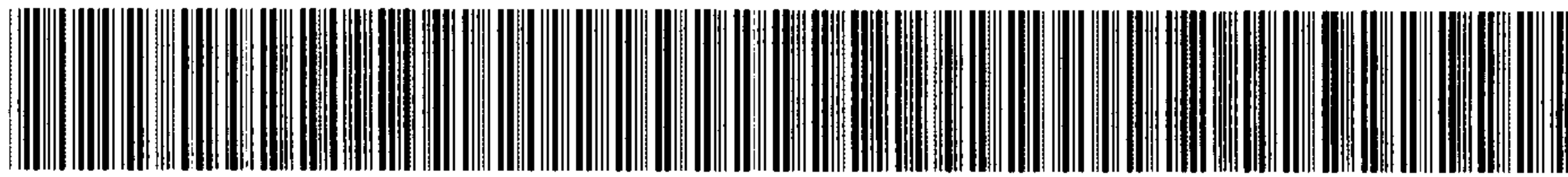
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REGIONS

20161271653320

MODIFICATION OF MORTGAGE



DOC4800201502#####120434000000

N2016062404885

Notice: The original principal amount available under the Note (as defined below), which was \$58,000.00 (on which any required taxes already have been paid), now is increased by an additional \$52,000.00.

THIS MODIFICATION OF MORTGAGE dated June 22, 2016, is made and executed between JAMES A HUGHES, whose address is 3421 INDIAN LAKE TRL, PELHAM, AL 35124; MELANIE W HUGHES, whose address is 3421 INDIAN LAKE TRL, PELHAM, AL 35124; husband and wife (referred to below as "Grantor") and Regions Bank, whose address is 1849 Highway 31 South, Birmingham, AL 35244 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated May 10, 2013 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED ON 05/24/2013 IN THE OFFICE OF THE JUDGE OF PROBATE FOR SHELBY COUNTY, AL IN INSTRUMENT #20130524000215630

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 COUNTY OF SHELBY AND STATE OF ALABAMA, TO-WIT:
FROM THE SOUTHEAST CORNER OF THE SW 1/4 OF THE NW 1/4 OF SECTION 36, TOWNSHIP 19 SOUTH, RANGE 3 WEST RUN NORTHERLY ALONG THE EAST BOUNDARY LINE OF SAID 1/4 1/4 SECTION FOR 671.53 FEET; THENCE TURN AN ANGLE OF 90 DEGREES TO THE LEFT AND RUN WESTERLY 330.0 FEET TO THE POINT OF BEGINNING OF THE LAND HEREIN DESCRIBED; THENCE TURN AN ANGLE OF 90 DEGREES TO THE RIGHT AND RUN NORTHERLY 18.06 FEET; THENCE TURN AN ANGLE OF 71 DEGREES 56 MINUTES 15 SECONDS TO THE LEFT AND RUN NORTHWESTERLY 66.97 FEET; THENCE TURN AN ANGLE OF 56 DEGREES 21 MINUTES TO THE LEFT AND RUN SOUTHWESTERLY 63.0 FEET; THENCE TURN AN ANGLE OF 37 DEGREES 56 MINUTES 36 SECONDS TO THE RIGHT AND RUN WESTERLY 188.98 FEET; THENCE TURN AN ANGLE OF 85 DEGREES 04 MINUTES TO THE LEFT AND RUN SOUTHWESTERLY 62.22 FEET TO THE POINT OF A CURVE TO THE RIGHT, SAID CURVE HAVING THE FOLLOWING CHARACTERISTICS: INTERSECTION ANGLE OF 17 DEGREES 45 MINUTES, A RADIUS OF 335.21 FEET, AND THE LENGTH OF CURVE BEING 103.85 FEET; THENCE FROM THE POINT OF ABOVE DESCRIBED CURVE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE 103.85 FEET TO THE POINT OF TANGENT OF SAID CURVE; THENCE CONTINUE SOUTHWESTERLY ALONG THE TANGENT OF ABOVE DESCRIBED CURVE FOR 101.10 FEET TO THE POINT OF CURVE TO THE LEFT, SAID CURVE HAVING THE FOLLOWING CHARACTERISTICS: INTERSECTION ANGLE OF 129 DEGREES 20 MINUTES, A RADIUS OF 22.87 FEET AND THE LENGTH OF CURVE BEING 51.62 FEET; THENCE FROM THE POINT OF THE ABOVE DESCRIBED CURVE RUN SOUTHWESTERLY TO NORTHEASTERLY ALONG THE ARC OF SAID CURVE FOR 51.62 FEET TO THE POINT OF TANGENT OF SAID CURVE; THENCE CONTINUE NORTHEASTERLY ALONG THE TANGENT OF SAID CURVE FOR 205.78 FEET TO THE POINT OF CURVE TO THE RIGHT, SAID CURVE HAVING THE FOLLOWING CHARACTERISTICS: INTERSECTION ANGLE OF 26 DEGREES 36 MINUTES, A RADIUS OF 268.82 FEET AND THE LENGTH OF CURVE BEING 124.8 FEET; THENCE FROM THE POINT OF ABOVE DESCRIBED CURVE RUN NORTHEASTERLY TO SOUTHEASTERLY ALONG THE ARC OF ABOVE DESCRIBED CURVE FOR 124.8 FEET TO THE POINT OF TANGENT OF ABOVE DESCRIBED CURVE; THENCE TURN AN ANGLE OF 94 DEGREES 07 MINUTES 15 SECONDS LEFT OF THE TANGENT OF ABOVE DESCRIBED CURVE AND RUN NORTHEASTERLY 221.49 FEET TO THE POINT OF BEGINNING.

SUBJECT TO RESTRICTIONS, RESERVATIONS, EASEMENTS, COVENANTS, OIL, GAS OR MINERAL RIGHTS OF RECORD, IF ANY. BEING THE SAME PREMISES CONVEYED TO JAMES A. HUGHES AND MELANIE W. HUGHES, HUSBAND AND WIFE, FOR AND DURING THEIR JOINT LIVES AND UPON THE DEATH OF EITHER OF THEM, THEN TO THE SURVIVOR OF THEM FROM NORMA D. DORSEY, AN UNMARRIED WOMAN BY WARRANTY DEED, JOINTLY FOR LIFE WITH REMAINDER TO SURVIVOR DATED 04/27/2005, AND RECORDED ON 04/29/2005, DOCUMENT # 20050429000206560, IN SHELBY COUNTY, AL.

The Real Property or its address is commonly known as 3421 INDIAN LAKE TRAIL, 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 \$58,000.00 to \$110,000.00.

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

MODIFICATION OF MORTGAGE
(Continued)

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 22, 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 *James A. Hughes* (Seal)
JAMES A HUGHES

X *Melanie W. Hughes* (Seal)
MELANIE W HUGHES

LENDER:

REGIONS BANK

X *Janet L. Michael* (Seal)
Authorized Signer
Janet L. Michael

N2016062404885

This Modification of Mortgage prepared by:

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

INDIVIDUAL ACKNOWLEDGMENT

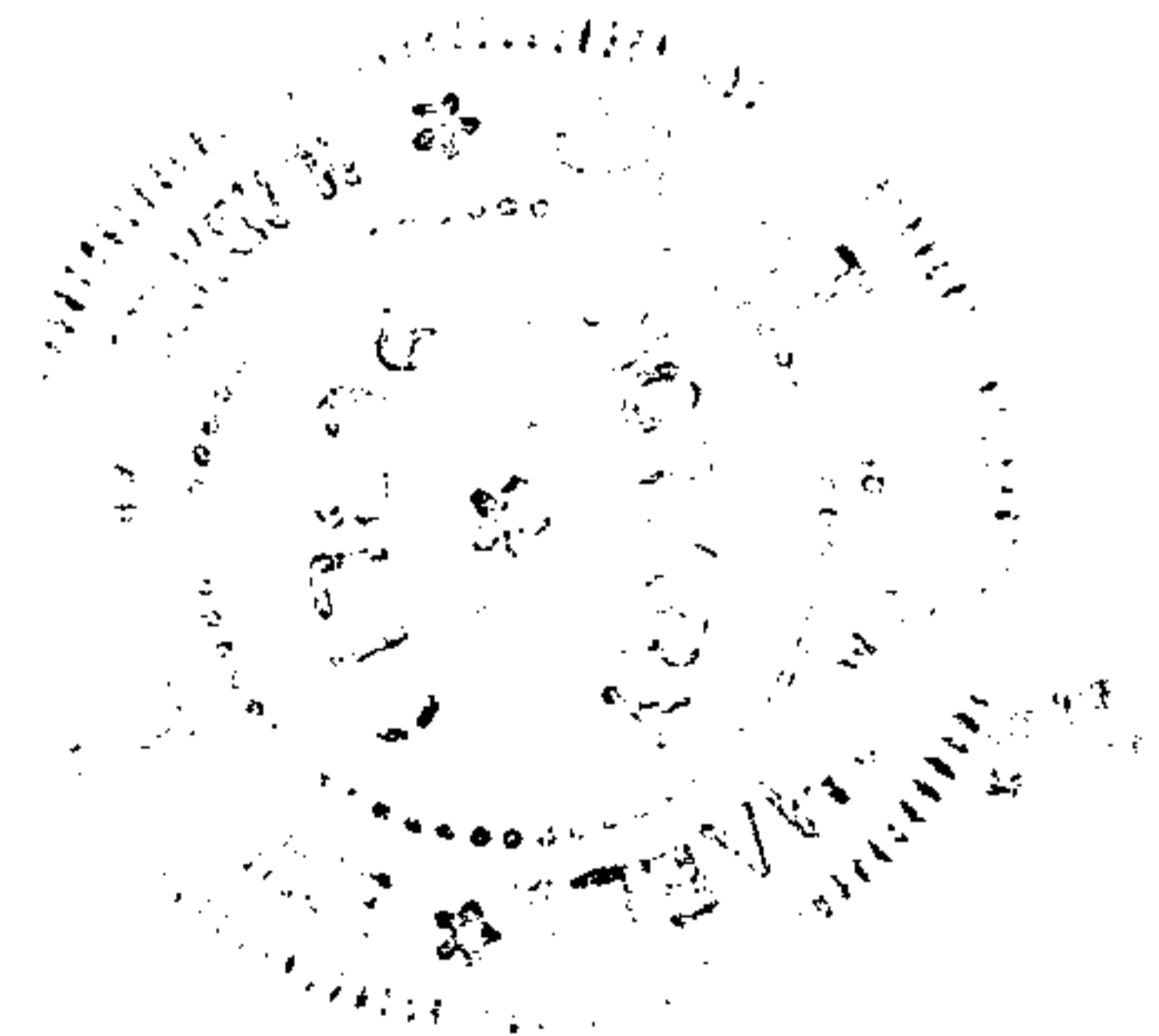
STATE OF Alabama)
) SS
COUNTY OF Jefferson)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **JAMES A HUGHES**, 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 22 day of June, 2016.
Janet L. Michael
Notary Public

My commission expires 12-18-2017

Janet L Michael

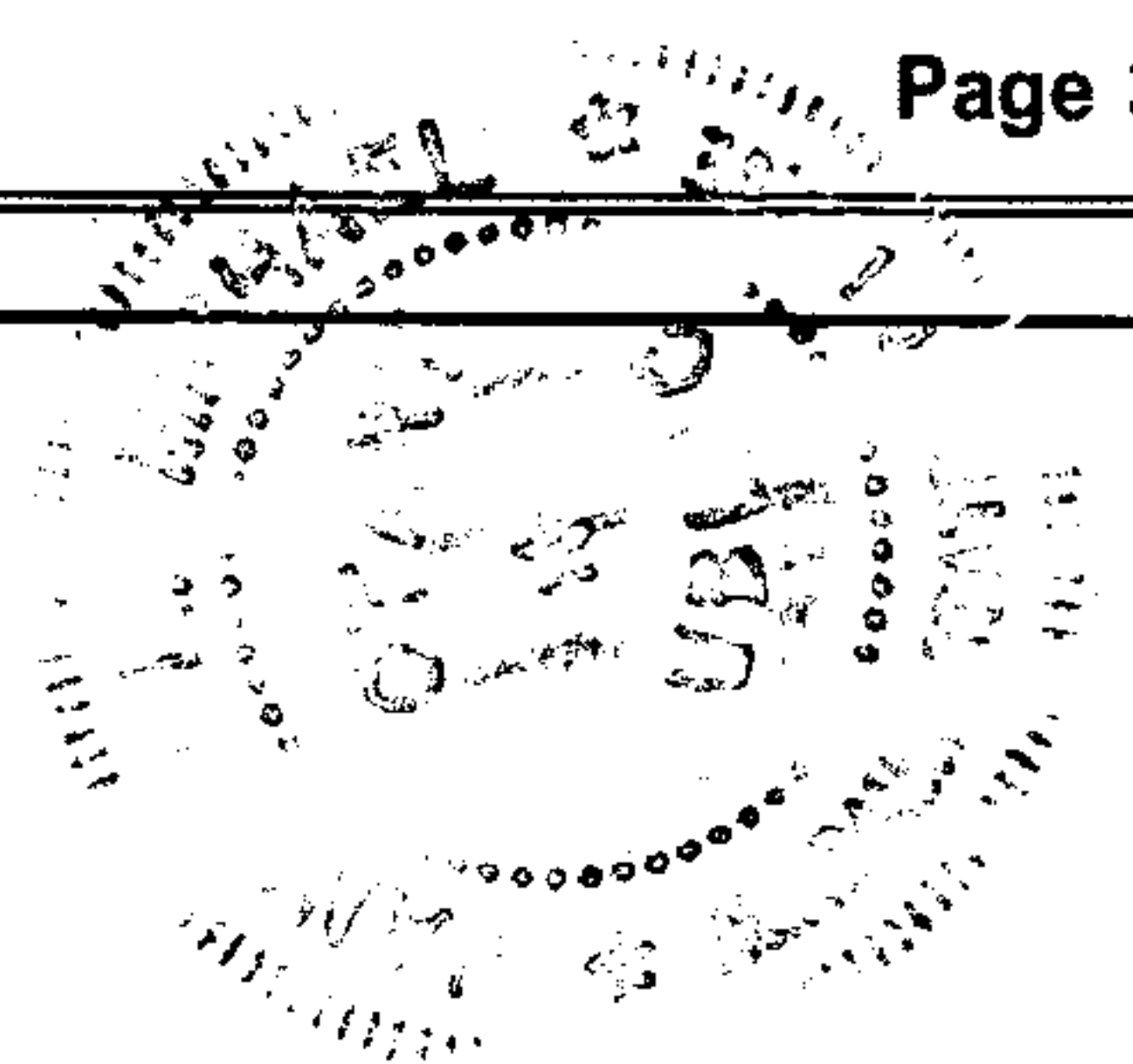


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MODIFICATION OF MORTGAGE
(Continued)

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 **MELANIE W HUGHES**, 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.

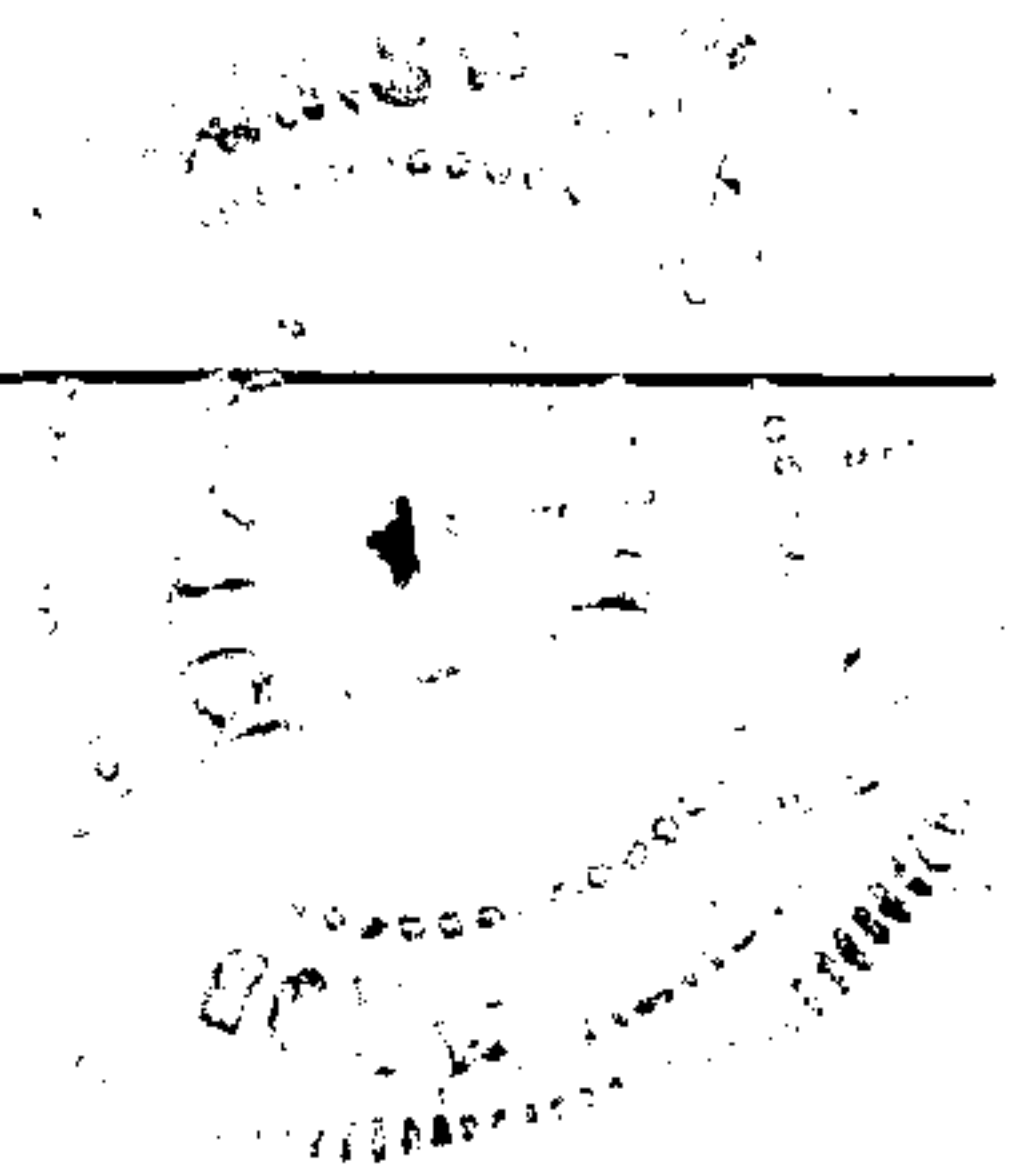
Given under my hand and official seal this 22 day of June, 2016.
Janet L. Michael
Notary Public

My commission expires 12-18-2017

Janet L Michael

LENDER ACKNOWLEDGMENT

STATE OF Alabama)
) SS
COUNTY OF Jefferson)



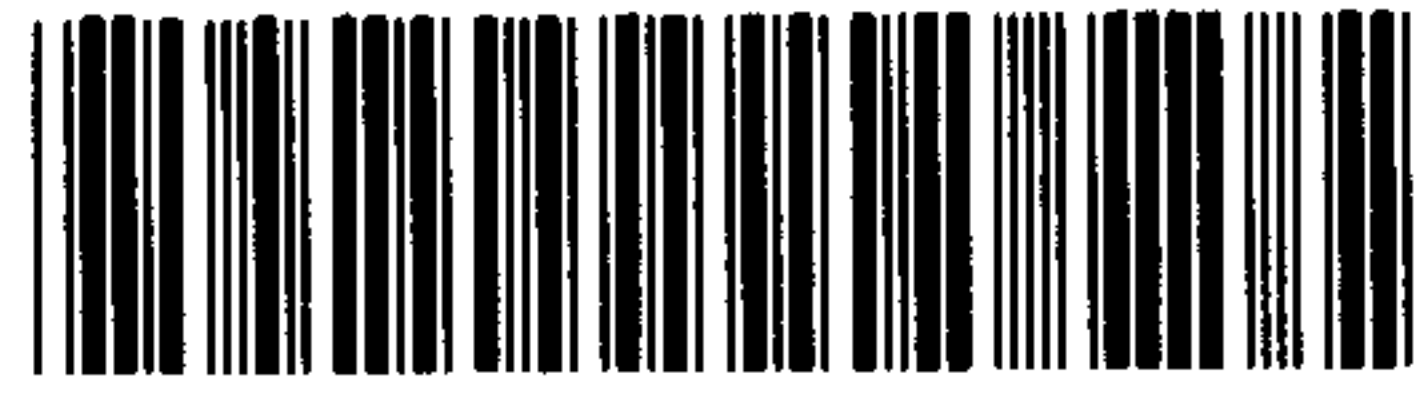
I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Janet L Michael whose name as Branch Team Leader of **Regions Bank** is signed to the foregoing Modification and who is known to me, acknowledged before me on this day that, being informed of the contents 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 22nd day of June, 2016.
Robert Shank
Notary Public

My commission expires MY COMMISSION EXPIRES MARCH 12, 2018

Robert Shank

N2016062404885



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