

20161108000411530
11/08/2016 08:23:59 AM
MORTAMEN 1/4

BHM1600915



KREIS, WILLIAM J

Record and Return To:
Fiserv Lending Solutions
600A N. John Rodes Blvd
MELBOURNE, FL 32934



20061130001658970 1/3
Bk: LR200619 Pg: 11173
Jefferson County, Alabama
I certify this instrument filed on:
11/30/2006 09:23:31 AM MTG
Judge of Probate- Mark Gaines

20062751416291

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

130000146996

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated October 25, 2006, is made and executed between WILLIAM J KREIS, whose address is 218 STONEGATE DR, BIRMINGHAM, AL 352427057 and KIMBERLY S KREIS, whose address is 218 STONEGATE DR, BIRMINGHAM, AL 352427057; husband and wife (referred to below as "Grantor") and AmSouth Bank, whose address is 9178 Parkway East, Birmingham, AL 35206 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated December 29, 2005 (the "Mortgage") which has been recorded in JEFFERSON County, State of Alabama, as follows:

RECORDED ON 2-6-06 IN INSTR# 20060206000058490.

REAL PROPERTY DESCRIPTION. The Mortgage covers the following described real property located in JEFFERSON County, State of Alabama:

See EXHIBIT A, which is attached to this Modification and made a part of this Modification as if fully set forth herein.

The Real Property or its address is commonly known as 218 STONEGATE DRIVE, 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 \$250,000 to \$350,000.

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 endorser 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.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED OCTOBER 25, 2006.

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 William J Kreis (Seal)
WILLIAM J KREIS

x Kimberly S Kreis (Seal)
KIMBERLY S KREIS

LENDER:

AMSOUTH BANK

x Andrew M. [Signature] (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

Name: Wendy Doss
Address: P.O. BOX 830721
City, State, ZIP: BIRMINGHAM, AL 35283

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 WILLIAM J KREIS and KIMBERLY S KREIS, 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 hand and official seal this 25th day of October, 2006.

Sharon S. Mize
Notary Public

My commission expires June 17, 2009

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 AmSouth a corporation, 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 said Modification of Mortgage, he or she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 25 day of October, 2006.

Anthony W. Mitchell
Math A. Wot
Notary Public

My commission expires NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Nov 14, 2007
BONDED THROUGH NOTARY PUBLIC UNDERWRITERS

20161108000411530 11/08/2016 08:23:59 AM MORTAMEN
3/4

SCHEDULE "A"

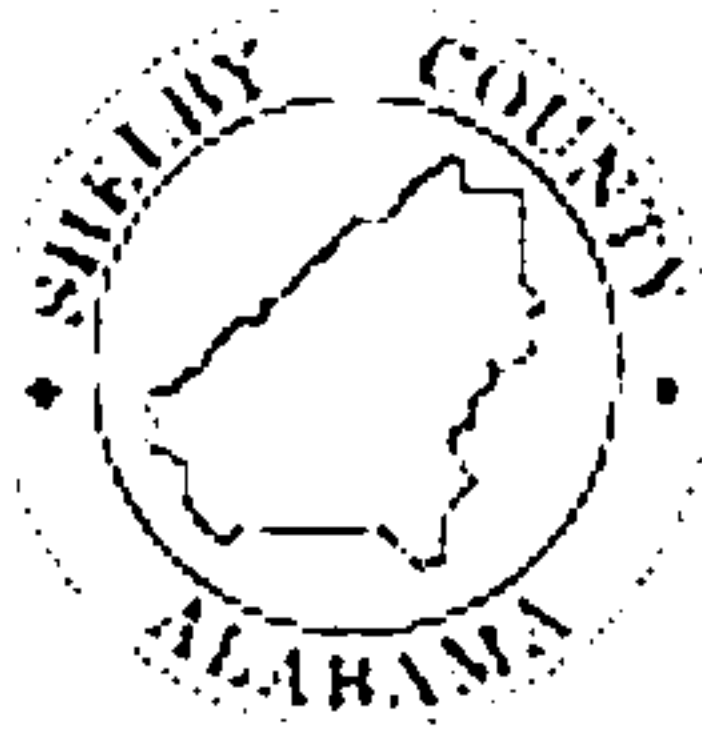
**LOT 7, ACCORDING TO THE SURVEY OF STONEGATE REALTY-PHASE ONE, AS
RECORDED IN MAP BOOK 29, PAGE 4A & 4B, IN THE PROBATE OFFICE OF
SHELBY COUNTY, ALABAMA.**

KNOWN: 218 STONEGATE DRIVE

PARCEL: 03-7-25-0-000-001.006

20061130001658970 3/3
Bk: LR200619 Pg:11173
Jefferson County, Alabama
11/30/2006 09:23:31 AM MTG
Fee - \$9.50
Mortgage Tax -\$150.00
Total of Fees and Taxes-\$159.50
AMYG

20161108000411530 11/08/2016 08:23:59 AM MORTAMEN
4/4



Filed and Recorded
Official Public Records
Judge James W. Fuhrmeister, Probate Judge,
County Clerk
Shelby County, AL
11/08/2016 08:23:59 AM
\$174.00 DEBBIE
20161108000411530

A handwritten signature in black ink, appearing to read "James W. Fuhrmeister", is written over the official text.

State of Alabama

Jefferson County

I, the Undersigned, as Judge of Probate Court in and for Jefferson County, Alabama, hereby certify that the foregoing is a full, true and correct copy of the instrument with the filing of same as appears of record in this office. Given under my hand and official seal, this the 24th day of October, 2016.

A handwritten signature in black ink, appearing to read "James W. Fuhrmeister", is written over the official text.

JUDGE OF PROBATE