

20080530000218530 1/3 \$169.00
Shelby Cnty Judge of Probate, AL
05/30/2008 08:59:50AM FILED/CERT

20190312000079720 1/3 \$23.00
Shelby Cnty Judge of Probate, AL
03/12/2019 01:35:43 PM FILED/CERT

Record and Return To:
Fiserv Lending Solutions
P.O. BOX 2590
Chicago, IL 60690

CHANCEY, ROBERT H

5299071100209816
20081051824280



SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE

RE-RECORDING THE MORTGAGE TO CORRECT THE LEGAL DESCRIPTION



DOC4800200000052990711002098160000000

THIS MODIFICATION OF MORTGAGE dated May 2, 2008, is made and executed between ROBERT H CHANCEY AKA ROBERT HENRY CHANCEY, whose address is 115 KINGSLEY RD, ALABASTER, AL 35007; JILL R CHANCEY, whose address is 115 KINGSLEY RD, ALABASTER, AL 35007; husband and wife (referred to below as "Grantor") and Regions Bank, whose address is 1235 First Street North, Alabaster, AL 35007 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated April 1, 2005 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

MTG DATED 04-01-2005 RECORDED 06-15-2005 IN SHELBY CO, AL INSTRUMENT # 20050615000293200; MODIFIED 10-10-2007 RECORDED 10-30-2007 IN SHELBY CO, AL INSTRUMENT # 20071030000501020.

REAL PROPERTY DESCRIPTION. The Mortgage covers the following described real property located in SHELBY 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 115 KINGSLEY RD, ALABASTER, AL 35007.

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 \$150000 to \$250000.

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.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED MAY 2, 2008.

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:

ROBERT H CHANCEY (Seal)

LENDER:

REGIONS BANK

X
Authorized Signer (Seal)

This Modification of Mortgage prepared by:

Name: Tameka Fikes
Address: P.O. BOX 830721
City, State, ZIP: BIRMINGHAM, AL 35283

MODIFICATION OF MORTGAGE
(Continued)

Loan No: 005299071100209816

Page 2

INDIVIDUAL ACKNOWLEDGMENT

STATE OF ALABAMA)
COUNTY OF Shelby)

)
) SS
)

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I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that ROBERT H CHANCEY and JILL R CHANCEY, 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 2 day of May, 2008.

Maia, Law, Seale
Notary Public

My commission expires 6-7-2010

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 ROBERT H. CHANCEY, 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 2 day of May, 2008.

Maia, Law, Seale
Notary Public

My commission expires 6-7-2010

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EXHIBIT "A"



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THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN SHELBY COUNTY, ALABAMA, TO-WIT:

**LOT 32, IN BLOCK 4, ACCORDING TO THE SURVEY OF NORWICK FOREST, THIRD SECTOR, FIRST PHASE, AS
RECORDED IN MAP BOOK 18, PAGE 15, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.**

SUBJECT TO:

- 1. 35-FOOT BUILDING LINE AS SHOWN ON RECORDING MAP.**
- 2. 5-FOOR EASEMENT ON THE SOUTH SIDE OF LOT AS SHOWN ON RECORDED MAP.**
- 3. 10-FOOT EASEMENT THROUGH LOT AS SHOWN ON RECORDED MAP.**

KNOWN: 115 KINGSLEY ROAD