



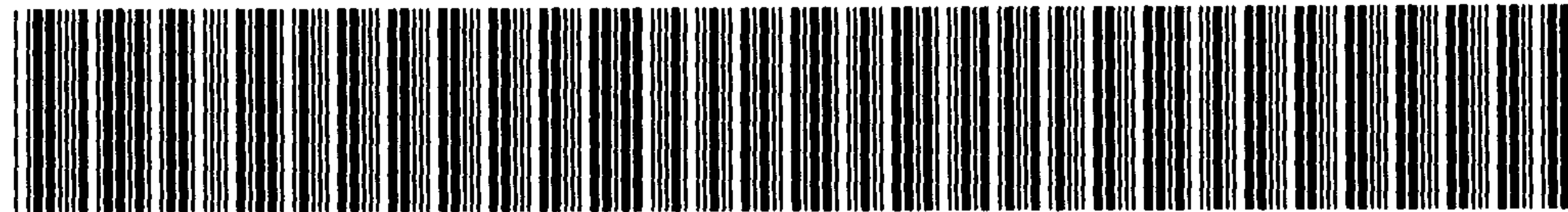
20051103000572340 1/2 \$89.00  
Shelby Cnty Judge of Probate, AL  
11/03/2005 01:33:59PM FILED/CERT

**WHEN RECORDED MAIL TO:**  
REGIONS BANK  
FIVE POINTS SOUTH  
941 20TH STREET SOUTH  
BIRMINGHAM, AL 35205

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY



**MODIFICATION OF MORTGAGE**



\*DOC48000000314410199001000000\*

**THIS MODIFICATION OF MORTGAGE** dated September 30, 2005, is made and executed between **YANG HO CHOI**, whose address is **5021 EAGLE CREST RD, BIRMINGHAM, AL 35242-4930**; **AN UNMARRIED MAN** (referred to below as "Grantor") and **REGIONS BANK**, whose address is **941 20TH STREET SOUTH, BIRMINGHAM, AL 35205** (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated October 19, 2004 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

**FILED 10-25-2004 ; INSTRUMENT NUMBER 20041025000586880 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.**

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

LOT 526, ACCORDING TO THE MAP AND SURVEY OF EAGLE POINT, 5TH SECTOR, AS RECORDED IN MAP BOOK 18, PAGE 138, IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA.

The Real Property or its address is commonly known as 5021 EAGLE CREST RD , BIRMINGHAM , AL 35242.

**MODIFICATION.** Lender and Grantor hereby modify the Mortgage as follows:

**NOTE IN THE PRINCIPAL AMOUNT OF \$100,000.00, REPRESENTING NEW MONEY OF \$50,000.00.**

**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.

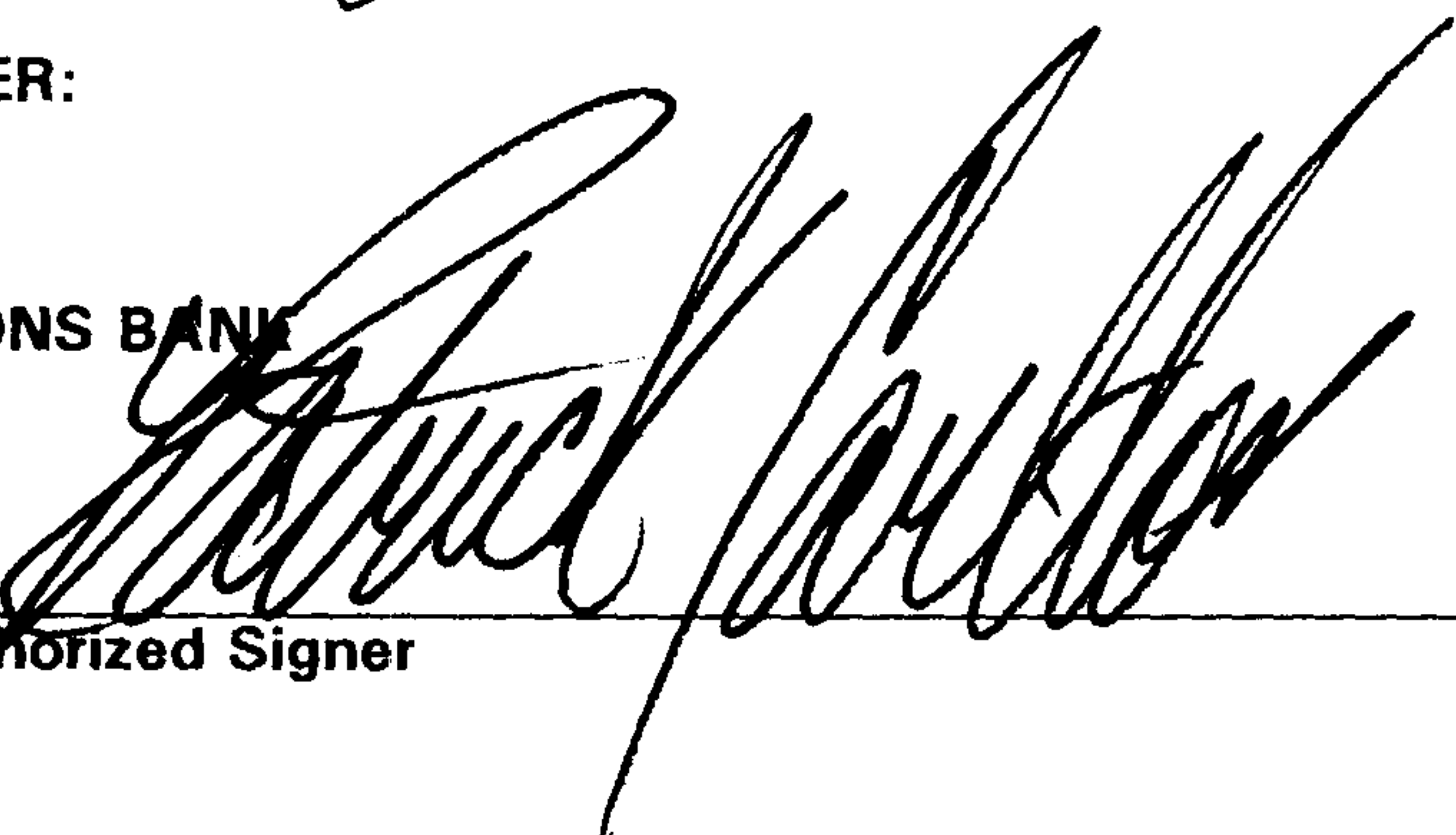
**GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED SEPTEMBER 30, 2005.**

**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  (Seal)  
YANG HO CHOI

**LENDER:**

REGIONS BANK  
X  (Seal)  
Authorized Signer

**This Modification of Mortgage prepared by:**

**Name: TALYA THOMAS**  
**Address: 941 20TH STREET SOUTH**  
**City, State, ZIP: BIRMINGHAM, AL 35205**



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 **YANG HO CHOI, AN UNMARRIED MAN**, 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 30<sup>th</sup> day of September, 2005.  
Jalya Mishun Thomas  
Notary Public

My commission expires MY COMMISSION EXPIRES AUGUST 30, 2008

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 Patrick Carlton  
Vice President of Regions Bank 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 30<sup>th</sup> day of September, 2005.  
Jalya Mishun Thomas  
Notary Public

My commission expires MY COMMISSION EXPIRES AUGUST 30, 2008

