20060619000290310 1/4 $125.00
Shelby Cnty Judge of Probate, AL
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WHEN RECORDED MAIL TO:
Regions Loan Servicing Release
P O Box 4897
Montgomery, AL 36103

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

REGIONS BANK

unpaid balance

RECEIVED
JUN 07 2006
REAL ESTATE PERFECTION

MODIFICATION OF MORTGAGE

DOC48002900293000324417000000

THIS MODIFICATION OF MORTGAGE dated May 23, 2006, is made and executed between NATHAN S STAMPS, whose address is 142 CALMONT WOODS DRIVE, MONTEVALLO, AL 35115-4350; A Married Man (referred to below as "Grantor") and REGIONS BANK, whose address is 910 N. MAIN STREET, MONTEVALLO, AL 35115 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated April 18, 2005 (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

Recorded 04/22/2005, in Book 2005, Page 422, Shelby County AL.

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

See ATTACHED 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 59 CALMONT WOODS DRIVE, MONTEVALLO, AL 35115.

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

Note in the principal amount of $70,000, no new money . due 06/07/2021

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 23, 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 _____ **(Seal)**
NATHAN S STAMPS

LENDER:

REGIONS BANK

X _____ **(Seal)**
Authorized Signer

This Modification of Mortgage prepared by:

Name: KENNETH W JONES
Address: 910 N. MAIN STREET
City, State, ZIP: MONTEVALLO, AL 35115

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Alabama)
) SS
COUNTY OF Chilton)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **NATHAN S STAMPS, A Married 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 23 **day of** May, **20** 06.

Betty Cohen
Notary Public

MY COMMISSION EXPIRES JUNE 12 2006

My commission expires _____

LENDER ACKNOWLEDGMENT

STATE OF Alabama)
) SS
COUNTY OF Chilton)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Ken Jones 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 23 **day of** May, **20** 06.

Betty Cohen
Notary Public

MY COMMISSION EXPIRES JUNE 12 2006

My commission expires _____

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EXHIBIT "A"

This EXHIBIT "A" is attached to and by this reference is made a part of the Modification of Mortgage, dated May 23, 2006, and executed in connection with a loan or other financial accommodations between REGIONS BANK and NATHAN S STAMPS.

REMINDER TO LENDER TO ADD LEGAL DESCRIPTION..

THIS EXHIBIT "A" IS EXECUTED ON MAY 23, 2006.

GRANTOR:

X _____ (Seal)
NATHAN S STAMPS

LENDER:

REGIONS BANK

X _____ (Seal)
Authorized Signer

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EXHIBIT A

Lot 5 according to the Survey of Calmont Subdivision, as recorded in Map Book 4, Page 4, in the Probate Office of Shelby County, Alabama.

LESS AND EXCEPT that part of said lot condemned by the state in condemnation case #29-138, more particularly described as:

A part of Lot No. 5 according to the survey of the Calmont Subdivision the map or plat of which is recorded in Map Book 4, Page 4, in the Office of the Judge of Probate of Shelby County, Alabama and being more fully described as follows: Commencing at the Northwest corner of said lot; thence southerly along the West line of said lot a distance 380 feet, more or less, to the point of beginning of the property herein to be conveyed, said point of beginning being on a line which extends from a point that is 40 feet northeasterly of and at right angles to the centerline of Project No. OLB-059-025-001 at Station 83+00 to a point that is 45 feet northeasterly of and at right angles to the centerline of said Project at Station 95+75; thence southeasterly along a line a distance of 32 feet, more or less, to said point that is 45 feet northeasterly of and at right angles to the centerline of said Project at Station 95+75; thence northeasterly along a line a distance of 98 feet, more or less, to a point on the present northwest right of way line of Lake Woods Drive the Southeast line of said lot, that is northwesterly of and at right angles to the traverse of said drive at Station 2+00; thence southwesterly along said Southeast line a distance of 80 feet, more or less, to the present Northeast right of way line of Alabama Highway No. 25, the Southwest line of said lot; thence northwesterly along said Southwest line a distance of 90 feet, more or less, to the West line of said lot; thence northerly along said West line a distance of 16 feet, more or less, to the point of beginning.

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