20060711000334010 1/2 $40.55
Shelby Cnty Judge of Probate,AL
07/11/2006 03:42:33PM FILED/CERT

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 SM
BANK

MODIFICATION OF MORTGAGE

DOC48000002900527520005000000

THIS MODIFICATION OF MORTGAGE dated July 7, 2006, is made and executed between BAKER & EVANS DEVELOPMENT, INC., whose address is 145 OVERHILL ROAD, MONTEVALLO, AL 35115-5465 (referred to below as "Grantor") and REGIONS BANK, whose address is 2964 PELHAM PARKWAY, PELHAM, AL 35124 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated February 16, 2006 (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

RECORDED 03/14/2006 IN INSTRUMENT NUMBER 20060314000118140.

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

Lot 210, according to the Final Plat of Lakewood, Phase 2, as recorded in Map Book 35, Page 42, in the Probate Office of Shelby County, Alabama.

The Real Property or its address is commonly known as Lot 210 Shore Front Lane, Wilsonville, AL 35186.

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

INCREASING MORTGAGE FROM $265,125.00 TO $282,800.00. (MODIFIED 04/26/2006, FILED 05/01/2006, INSTRUMENT NUMBER 20060501000201940).

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 JULY 7, 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:

BAKER & EVANS DEVELOPMENT, INC.

By: _____ **(Seal)**
DANIEL R EVANS, Secretary of BAKER & EVANS DEVELOPMENT, INC.

LENDER:

REGIONS BANK

X _____ **(Seal)**
Authorized Signer

This Modification of Mortgage prepared by:

Name: JAMIE BRUNER
Address: 2964 PELHAM PARKWAY
City, State, ZIP: PELHAM, AL 35124

CORPORATE ACKNOWLEDGMENT

STATE OF Alabama)
) SS
COUNTY OF Shelby)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **DANIEL R EVANS, Secretary of BAKER & EVANS DEVELOPMENT, INC.**, 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 7th **day of** July, 2006

Jamie L. Bruner
Notary Public

My commission expires JAMIE L. BRUNER NOTARY PUBLIC STATE AT LARGE - ALABAMA Commission Expires 4-1-2009

LENDER ACKNOWLEDGMENT

STATE OF Alabama)
) SS
COUNTY OF Shelby)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Donna J. Schmedt Asst. Relationship Manager 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 7th **day of** July, 2006.

Jamie L. Bruner
Notary Public

My commission expires JAMIE L. BRUNER NOTARY PUBLIC STATE AT LARGE - ALABAMA Commission Expires 4-1-2009

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