20060913000453630 1/4 $95.00
Shelby Cnty Judge of Probate, AL
09/13/2006 10:30:50AM 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 BANK

"unpaid balance $0.00"

RECEIVED
AUG 29 2006
REAL ESTATE PERFECTION

MODIFICATION OF MORTGAGE

DOC48000300000039012809000000

THIS MODIFICATION OF MORTGAGE dated August 1, 2006, is made and executed between ROBERT J LAZAR, whose address is 2913 SUMMERWOOD CIR, BIRMINGHAM, AL 35242-4146 and LINDA J LAZAR, whose address is 2913 SUMMERWOOD CIR, BIRMINGHAM, AL 35242-4146; Husband and Wife (referred to below as "Grantor") and REGIONS BANK, whose address is 7703 CRESTWOOD BLVD, BIRMINGHAM, AL 35210 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated October 1, 1996 (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

Recorded 10-10-1996 Book 1996, Page 33756, Shelby County, AL.

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

See Attached Exhibit , 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 2913 SUMMERWOOD CIRCLE , BIRMINGHAM, AL 35242.

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

Note in the principal amount of $50,000.00, due 09-15-2016.

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 AUGUST 1, 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)
ROBERT J LAZAR

X _____ (Seal)
LINDA J LAZAR

LENDER:

REGIONS BANK

X _____ (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

Name: Catherine R Gibbons
Address: 7703 CRESTWOOD BLVD
City, State, ZIP: BIRMINGHAM, AL 35210

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 **ROBERT J LAZAR and LINDA J LAZAR, 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 22nd **day of** August, 20 06.

Sara W. Norman
Notary Public

MY COMMISSION EXPIRES FEBRUARY 4, 2010

My commission expires _____

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 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 22nd **day of** August, 20 06.

Sara W. Norman
Notary Public

MY COMMISSION EXPIRES FEBRUARY 4, 2010

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 August 1, 2006, and executed in connection with a loan or other financial accommodations between REGIONS BANK and ROBERT J LAZAR and LINDA J LAZAR.

REMINDER TO LENDER TO ADD LEGAL DESCRIPTION..

THIS EXHIBIT "A" IS EXECUTED ON AUGUST 1, 2006.

GRANTOR:

X _____ (Seal)
ROBERT J LAZAR

X _____ (Seal)
LINDA J LAZAR

LENDER:

REGIONS BANK

X _____ (Seal)
Authorized Signer

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Exhibit

Lot 22, according to the Amended Map of Summerwood Subdivision, recorded in Map Book 20, page 68 in the Probate Office of Shelby County, Alabama.

Lazar