### **RECORDATION REQUESTED BY:**

Regions Bank 2964 Pelham Parkway Pelham, AL 35124

- m

#### WHEN RECORDED MAIL TO:

Regions Bank 2964 Pelham Parkway Pelham, AL 35124

#### **SEND TAX NOTICES TO:**

Regions Bank 2964 Pelham Parkway Pelham, AL 35124

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY



## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE IS DATED JULY 11, 2000, BETWEEN Clifton I Dreyfus, Jr. and Laura J Dreyfus, man & wife, (referred to below as "Grantor"), whose address is 1439 SEQUOIA TRL, ALABASTER, AL 35007-9256; and Regions Bank (referred to below as "Lender"), whose address is 2964 Pelham Parkway, Pelham, AL 35124.

MORTGAGE. Grantor and Lender have entered into a mortgage dated August 28, 1998 (the "Mortgage") recorded in Shelby County, State of Alabama as follows:

Recording date 9/11/1998-35716, Inst. #1998-35716.

0299025637

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

Lot 36, according to the Survey of Navajo Hills 7th Sector, as recorded in Map Book 7, page 95, in the Probate Office of Shelby County, Alabama.

The Real Property or its address is commonly known as 1439 SEQUOIA TRL, ALABASTER, AL 35007-9256.

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

Principal increase from \$25,000.00 to \$30,000.00...

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect. 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.

EACH GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE, AND EACH GRANTOR AGREES TO ITS TERMS.

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.

CAUTION -- IT IS IMPORTANT THAT YOU THOROUGHLY READ THE CONTRACT BEFORE YOU SIGN IT.

**GRANTOR:** 

(SEAL) (SEAL) LENDER: Regions Bank By: Authorized Officer

This Modification of Mortgage prepared by:

Name: Karen Murphy Address: 2964 Pelham Parkway City, State, ZIP: Pelham, AI, 35124

Inst # 2000-24384

07/20/2000-24384 AM CERTIFIED 08:39 SHELBY COUNTY JUDGE OF PROBATE

005 MMS 18.50 07-11-2000 L∕oan No 0109975

# MODIFICATION OF MORTGAGE

WORTGAGE Page 2

No 0109975 (Continued)

| · · · · · · · · · · · · · · · · · · ·  | ·                   |                             |
|--|---------------------|-----------------------------|
| INDIVIDUAL ACKNOWLEDGMENT  |                     |                             |
| STATE OF   | ) ss<br>)           |                             |
| I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Clifton I Dreyfus, Jr.; and Laura J Dreyfus, 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 |                     |                             |
| Given under my hand and official seal this   | day of              | <u>Jeig</u> , 20 <u>0</u> . |
|  |                     | Janie & Dance               |
| My commission expires MY COMMISSION EXPIR<br>BONDED THRU NOTARY PUR<br>BONDED THRU NOTARY PUR  | Sept. Male 23, 2004 | Notary Public               |
| LENDER ACKNOWLEDGMENT  |                     |                             |
| STATE OF   | )                   |                             |
|  | ) SS                |                             |
| COUNTY OF  | }}                  |                             |
| I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that,  Given under my hand and official seal this day of,   |                     |                             |
|  |                     |                             |
|  |                     | Notary Public               |
| My commission expires  |                     |                             |

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Inst# 2000-24384

07/20/2000-24384

08:39 AM CERTIFIED

08:39 AM CERTIFIED

Shelby Co. J.O.P.

Shelby Co. J.O.P.

002 MMS 18,50