20050322000127410 1/2 $122.15
Shelby Cnty Judge of Probate, AL
03/22/2005 08:00:06AM FILED/CERT

WHEN RECORDED MAIL TO:
Regions Loan Servicing Release
P O Box 4897
Montgomery, AL 36103

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REGIONS BANK

# MODIFICATION OF MORTGAGE

*DOC480005008300000020323000000*

**THIS MODIFICATION OF MORTGAGE dated February 3, 2005, is made and executed between CHRISTOPHER S COLLINS, whose address is 4809 PINEHURST DR, HELENA, AL 35080-3430 and ASHLEY S COLLINS, whose address is 1917 HWY 58; PO BOX 188, HELENA, AL 35080-0188; HUSBAND AND WIFE (referred to below as "Grantor") and REGIONS BANK, whose address is 1501 MCFARLAND BLVD EAST, TUSCALOOSA, AL 35404 (referred to below as "Lender").**

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated October 1, 2001 (the "Mortgage") which has been recorded in Tuscaloosa County, State of Alabama, as follows:

**Recorded October 3, 2001 in Insrument Number 2001-42670, Tuscaloosa County, Alabama.**

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

LOT 1, BLOCK 6, ACCORDING TO THE SURVEY OF PLANTATION SOUTH, THIRD SECTOR, PHASE II, AS RECORDED INMAP BOOK 13, PAGE 89, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

The Real Property or its address is commonly known as 4809 PINEHURST DR, HELENA, AL 35080-3430.

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

**Note in the principal amount of $72,020.46, representing new money in the amount of $8,718.17, due on February 25, 2025.**

**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 FEBRUARY 3, 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 Christopher S. Collins (Seal)
CHRISTOPHER S COLLINS

X Ashley S. Collins (Seal)
ASHLEY S COLLINS

**LENDER:**

REGIONS BANK

X (Seal)
Authorized Signer

**This Modification of Mortgage prepared by:**

**Name: Sandrs D Thomas, Servicing Officer**
**Address: 1501 MCFARLAND BLVD EAST**
**City, State, ZIP: TUSCALOOSA, AL 35404**

## INDIVIDUAL ACKNOWLEDGMENT

STATE OF Alabama )
) SS
COUNTY OF Tuscaloosa )

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that CHRISTOPHER S COLLINS and ASHLEY S COLLINS, 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 3rd day of February, 20 05.

Misty Butler
Notary Public

My commission expires 6-10-08

## LENDER ACKNOWLEDGMENT

STATE OF Alabama )
) SS
COUNTY OF Elmore )

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 28th day of February, 20 05.

Brenda J Brightwell
Notary Public

My commission expires 3-24-07

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