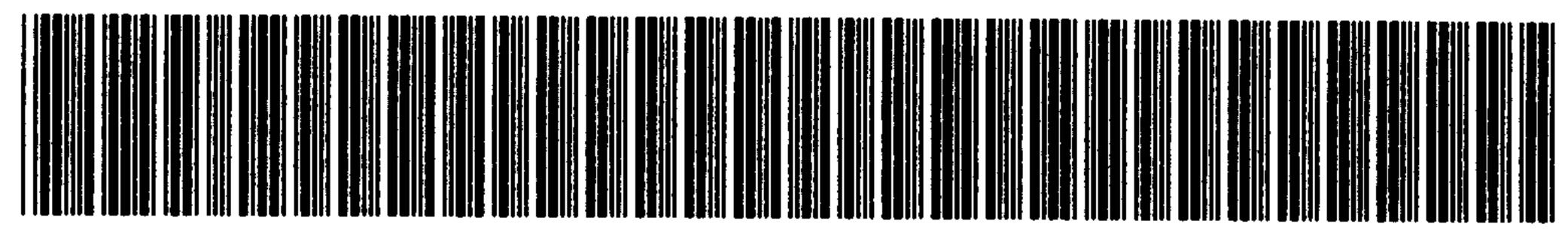
20050421000189890 1/3 \$39.50 Shelby Cnty Judge of Probate, AL 04/21/2005 01:27:04PM FILED/CERT

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



## MODIFICATION OF MORTGAGE



\*DOC48002900000290054180000000\*

THIS MODIFICATION OF MORTGAGE dated March 25, 2005, is made and executed between CARL R THRASH, whose address is 201 GARDNER STREET, MONTEVALLO, AL 35115-5212; AN UNMARRIED 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 October 21, 2004 (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

Recorded November 15, 2004, Instrument No. 20041115000623520, Shelby County, Alabama.

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

See 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 201 Gardner Street, Montevallo, AL 35115.

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

Note in the principal amount of \$65,000.00, representing new money of \$15,000.00, due April 9, 2015.

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 MARCH 25, 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:** 

LENDER:

**REGIONS BANK** 

Authorized Signer

CARL R THRASH

(Seal)

(Seal)

This Modification of Mortgage prepared by:

Name: Debra D Payne

Address: 910 N. MAIN STREET

City, State, ZIP: MONTEVALLO, AL 35115

Loan No: 02900000290054180

My commission expires

## MODIFICATION OF MORTGAGE (Continued)

Page 2

## INDIVIDUAL ACKNOWLEDGMENT 20050421000189890 2/3 \$39.50 Shelby Cnty Judge of Probate, AL 04/21/2005 01:27:04PM FILED/CERT I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that CARL R THRASH, AN UNMARRIED 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 DEBRA D. PAYNE **Notary Public** NOTARY PUBLIC STATE OF ALABAMA My commission expires LENDER ACKNOWLEDGMENT SS ( **COUNTY OF** I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that \_/ 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

LASER PRO Lending, Ver. 5.25.20.303 Copr. Harland Financial Solutions, Inc. 1997, 2005. All Rights Reserved. - AL R:\CFI\LPL\G201.FC TR-20927 PR-CL05

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## Exhibit A

A TRACT OF LAND SITUATED IN THE SW 1/4 OF THE ME 1/4 OF SECTION 3, TOWNSHIP 24, RANGE 12 EAST, MORE PARTICULARLY DESCRIBED AS POLLOWS: COMMENCE AT A POINT IN THE TOWN OF MONTEVALLO WHERE THE EASTERN BOUNDARY OF GARDNER STREET INTERSECTS THE SOUTHERN BOUNDARY OF THE MONTEVALLO AND CALERA HIGHWAY AND RUN SOUTH ALONG THE EASTERN BOUNDARY OF SAID GARDNER STREET 475 PEET TO THE SOUTHWEST CORNER OF THE LULA AMANDA REACH LOT, TO THE POINT OF BEGINNING OF LOT HEREIN DESCRIBED; THENCE RUN EAST AND PARALLEL WITH SAID HIGHWAY ALONG THE SOUTHERN BOUNDARY OF THE LULA AMANDA REACH LOT 150 FEET; THENCE RUN SOUTH AND PARALLEL WITH GARDNER STREET 75 FEET; THENCE RUN WHST 150 FEET TO THE EASTERN BOUNDARY OF SAID GARDNER STREET; THENCE RUN MORTH ALONG THE EASTERN BOUNDARY OF SAID GARDNER STREET; THENCE RUN MORTH ALONG THE EASTERN BOUNDARY OF SAID GARDNER STREET; THENCE RUN MORTH ALONG THE EASTERN BOUNDARY OF SAID GARDNER STREET; THENCE RUN MORTH ALONG THE EASTERN BOUNDARY OF SAID GARDNER STREET; THENCE RUN MORTH ALONG THE EASTERN BOUNDARY OF SAID GARDNER STREET; THENCE RUN MORTH ALONG THE EASTERN BOUNDARY OF SAID GARDNER STREET; THENCE RUN MORTH ALONG THE EASTERN BOUNDARY OF SAID GARDNER STREET; THENCE RUN MORTH ALONG THE BEGINNING.

BEING THE SAME PROPERTY CONVEYED TO CARL R. THRASH BY DEED FROM CARL R. THRASH KATHRYN BRACKNELL THRASH HUSBAND AND WIFE RECORDED 10/30/2003 IN DEED BOOK 20031030000723590 PAGE, IN THE PROBATE JUDGE'S OFFICE FOR SHELEY COUNTY, ALABAMA.

TAX ID# 362031003036000

Thrash