20050517000236210 1/3 $27.50
Shelby Cnty Judge of Probate, AL
05/17/2005 09:43:49AM 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

MODIFICATION OF MORTGAGE

DOC48002900000290054213000000

THIS MODIFICATION OF MORTGAGE dated April 6, 2005, is made and executed between MICHAEL J PEGUSKY, whose address is 146 TALL TIMBER ROAD, ALABASTER, AL 35007-8919 and REBEKAH A PEGUSKY, whose address is 146 TALL TIMBER ROAD, ALABASTER, AL 35007-8919; HUSBAND AND WIFE (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 October 7, 2003 (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

Recroded October 20, 2003, Instrument Number 20031020000698930, 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 146 TALL TIMBER ROAD, ALABASTER, AL 35007-8919.

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

Note in the principal amount of $41,000.00, representing new money of $7,000.00, due April 21, 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 APRIL 6, 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 _____ (Seal)
MICHAEL J PEGUSKY

X _____ (Seal)
REBEKAH A PEGUSKY

LENDER:

REGIONS BANK

X _____ (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

Name: Evelyn B Phillips, Servicing Officer
Address: 2964 PELHAM PARKWAY
City, State, ZIP: PELHAM, AL 35124

INDIVIDUAL 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 **MICHAEL J PEGUSKY and REBEKAH A PEGUSKY, 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 6th **day of** April, 2005.

Heather Beaty
Notary Public

MY COMMISSION EXPIRES JUNE 3, 2008

My commission expires _____

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 21 **day of** April, 2005.

Brenda J. Brightwell
Notary Public

My commission expires 3-24-07

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-27207 PR-CL23

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20050517000236210 3/3 $27.50
Shelby Cnty Judge of Probate,AL
05/17/2005 09:43:49AM FILED/CERT

Order Legal Descriptions

Full Legal Description:
A PARCEL OF LAND SITUATED IN THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 15, TOWNSHIP 21 SOUTH, RANGE 3 WEST, SHELBY COUNTY, ALABAMA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHEAST CORNER OF THE ABOVE SAID 1/4 - 1/4 THENCE SOUTH 89 DEGREES 51 MINUTES 10 SECONDS WEST, A DISTANCE OF 66.25 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG THE LAST DESCRIBED COURSE, A DISTANCE OF 189.75 FEET (DEED); THENCE SOUTH 01 DEGREES 26 MINUTES 47 SECONDS EAST, A DISTANCE OF 684.38 FEET (DEED); THENCE NORTH 89 DEGREES 51 MINUTES 10 SECONDS EAST, A DISTANCE OF 256.22 FEET (MEAS) 226.00 FEET (DEED); THENCE NORTH 01 DEGREES 43 MINUTES 35 SECONDS WEST, A DISTANCE OF 24.96 FEET (MEAS) 25.00 FEET (DEED); THENCE SOUTH 89 DEGREES 51 MINUTES 58 SECONDS WEST. A DISTANCE OF 66.26 FEET (MEAS) 66.25 FEET (DEED); THENCE NORTH 01 DEGREES 27 MINUTES 16 SECONDS WEST, A DISTANCE OF 659.41 FEET (MEAS) 659.36 FEET (DEED) TO THE POINT OF BEGINNING. MINERAL AND MINING RIGHTS EXCEPTED. SUBJECT TO EXISTING EASEMENTS, RESTRICTIONS, SET-BACK LINES, RIGHTS OF WAY, LIMITATIONS, IF ANY OF RECORD. BEING THE SAME PROPERTY CONVEYED TO MICHAEL J. PEGUSKY REBEKAH A. PEGUSKY HUSBAND AND WIFE BY DEED FROM DONALD C. KENNEDY DEBORAH P. KENNEDY HUSBAND AND WIFE RECORDED 10/01/2002 IN DEED BOOK 20021001000474490 PAGE , IN THE PROBATE JUDGE'S OFFICE FOR SHELBY COUNTY, ALABAMA. TAX ID# 235150002012009

Brief Legal Description:
No brief legal description associated with this order.