20050527000258260 1/3 \$91.10 Shelby Cnty Judge of Probate, AL 05/27/2005 08:55:07AM 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



DOC48002000000200036631000000

TE65430

JEG SI THIS MODIFICATION OF MORTGAGE dated March 16, 2005, is made and executed between JAMES E GILL SR, TGG whose address 187238 HIGHWAY 62, HARPERSVILLE, AL 35078-6108 and JOYCE G GILL, whose address is 238 298 HIGHWAY 62, HARPERSVILLE, AL 35078-6108; HUSBAND AND WIFE (referred to below as "Grantor") and REGIONS BANK, whose address is 215 NORTH STREET WEST, P.O. BOX 856, TALLADEGA, AL 35160 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated February 28, 1995 (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

Recorded March 3, 1995 in Deed Book 1995, Page 5629, 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 238 HIGHWAY 62, HARPERSVILLE, AL 35078.

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

Note in the principal amoun to \$49,400.00, representing new money, due on March 30, 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 16, 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:

Authorized Signer

LENDER:

REGIONS BANK

This Modification of Mortgage prepared by:

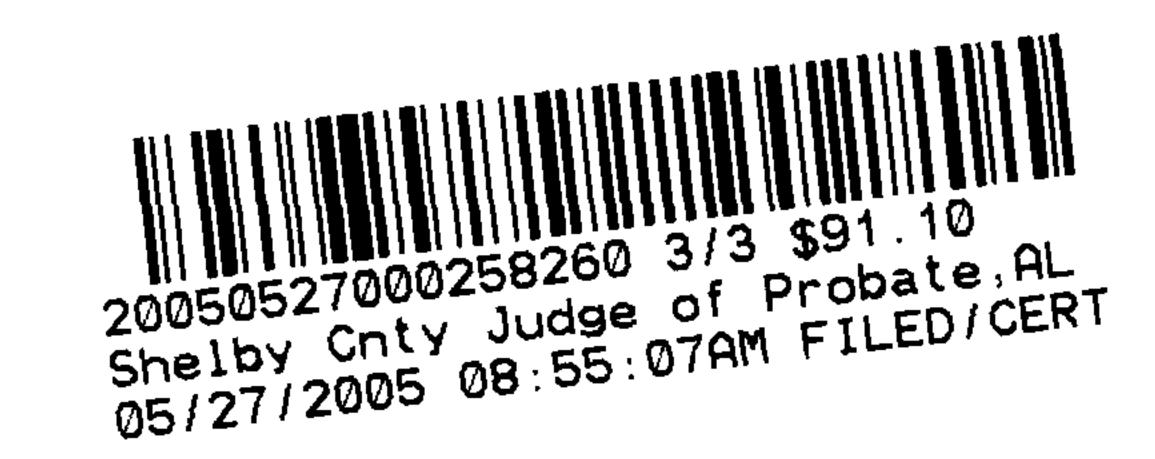
Name: WARWICK JUDITH C

Address: 215 NORTH STREET WEST City, State, ZIP: TALLADEGA, AL 35160 Loan No: 02000000200036631

MODIFICATION OF MORTGAGE (Continued)

Page 2

	NDIVIDUAL ACKNOWLEDGMENT	
STATE OF	<u> </u>	20050527000258260 2/3 \$91.10 Shelby Cnty Judge of Probate, AL
COUNTY OF 14/AdegA) SS)	05/27/2005 08:55:07AM FILED/CERT
I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that JAMES E GILL SR, 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	day ofB.L.	
7 /		Notary Public
My commission expires $3 + 200$		
INDIVIDUAL ACKNOWLEDGMENT		
STATE OF Molecune		
· ·) SS	
county of Elkhart)	
I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that JOYCE G GILL, 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	day of Month	, 20 <u>03</u> .
	_(ella)	Notary Public
My commission expires $\frac{1}{2}$	11	
LENDER ACKNOWLEDGMENT		
	FRIADEU WOLIAOAAFEDGIAIEIAI	
STATE OF AAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAA		
COUNTY OF A 1/A deg A) SS	
I, the undersigned authority, a Notary Public in a	and for said county in said state, hereby certify that	Judition and who is worth
acknowledged before me on this day that, bein full authority, executed the same voluntarily for	g informed of the contents of said Modification of N	ng Modification and who is known to me, fortgage, he or she, as such officer and with
Given under my hand and official seal this	day of March	, 20 <u></u>
	B. Ky	me Aif
My commission expires $3 - 4 - 200^{\circ}$	<i>y</i>	Notary Public



Logout

Home > Main Menu

Order Legal Descriptions

Full Legal Description:

A PART OF THE NW 1/4 OF SE 1/4 OF SECTION 27, TOWNSHIP 19, RANGE 2 EAST, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NW CORNER OF THE NW 1/4 OF SW 1/4 OF SAID SECTION AND RUN SOUTH ALONG THE WEST LINE OF SAID FORTY ACRES A DISTANCE OF 88 YARDS MORE OR LESS; THENCE RUN EAST AND PARALLEL WITH THE NORTH BOUNDARY LINE OF SAID FORTY ACRES A DISTANCE OF 180 YARDS; THENCE RUN NORTH AND PARALLEL WITH THE WEST BOUNDARY LINE OF SAID FORTY ACRES A DISTANCE OF 88 YARDS MORE OR LESS TO THE NORTH LINE OF SAID FORTY ACRES; THENCE RUN WEST ALONG THE NORTH LINE OF SAID FORTY ACRES TO THE POINT OF BEGINNING. BEING THE SAME PROPERTY CONVEYED TO JAMES E. GILL AND WIFE, TREASURE GILL JOINT TENANTS WITH THE RIGHTS OF SURVIVORSHIP BY DEED FROM MAGGIE MAE GILL, WIDOW OF CECIL B. GILL RECORDED 12/10/1974 IN DEED BOOK 289 PAGE 897, IN THE PROBATE JUDGE'S OFFICE FOR SHELBY COUNTY, ALABAMA. TAX ID# 7-8-27-4-000-005.000

Brief Legal Description:

No brief legal description associated with this order.