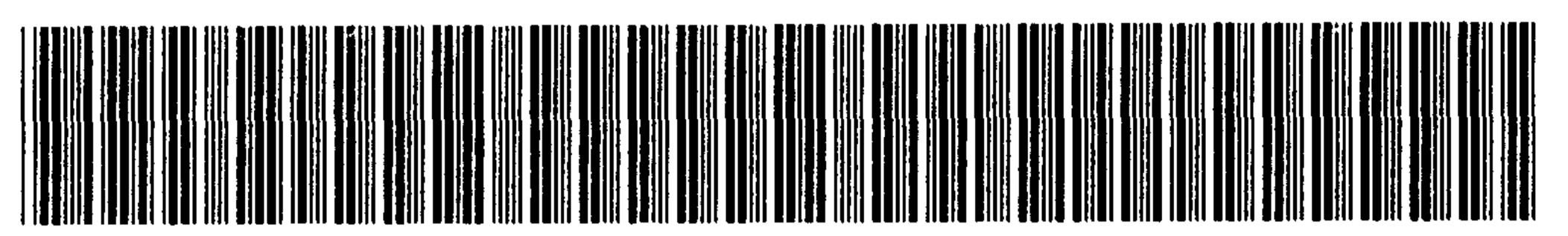
20050706000337600 1/3 \$54.50 Shelby Cnty Judge of Probate, AL 07/06/2005 01:42:43PM FILED/CERT

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



\*DOC48000300000030260659000000\*

THIS MODIFICATION OF MORTGAGE dated March 28, 2005, is made and executed between FRANK G SMERAGLIA, whose address is 2940 COATBRIDGE LN, BIRMINGHAM, AL 35242-4109 and KATHRYN C SMERAGLIA, whose address is 2940 COATBRIDGE LN, BIRMINGHAM, AL 35242-4109; HUSBAND AND WIFE (referred to below as "Grantor") and REGIONS BANK, whose address is 3121 3RD AVENUE SOUTH, BIRMINGHAM, AL 35233 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated March 14, 2000 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED MARCH 22, 2000 IN BOOK 2000, PAGE 8992, IN SHELBY COUNTY, ALABAMA.

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

See ATTACHED EXHIBIT, 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 2940 COATBRIDGE LN, BIRMINGHAM, AL 35242.

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

NOTE IN THE PRINCIPAL AMOUNT OF \$ 25,000.00, NO NEW MONEY, DUE MARCH 28, 2010.

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 28, 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:

eal)

Matheman (J. Smilla (J. (Seal)

LENDER:

REGIONS BANK

Authorized Signer

Seal)

This Medification of Mortgage prepared by:

Name: Julie Jacovides

Address: 3121 3RD AVENUE SOUTH City, State, ZIP: BIRMINGHAM, AL 35233

## MODIFICATION OF MORTGAGE (Continued)

INDIVIDUAL ACKNOWLEDGMENT		
STATE OF MAHAMAC COUNTY OF JEHLYSOM	) ) SS )	20050706000337600 2/3 \$54.50 Shelby Cnty Judge of Probate,AL 07/06/2005 01:42:43PM FILED/CERT
I, the undersigned authority, a Notary Public in and for said of SMERAGLIA, HUSBAND AND WIFE, whose names are signed on this day that, being informed of the contents of said Modific Given under my hand and official seal this	to the foregoing inst	rument, and who are known to me, acknowledged before me
My commission pires NOTARY PUBLIC STATE OF ALABAMA COMM. EXP. 3-23-2006		Nytory Plantic In
LENDER ACKNOWLEDGMENT		
STATE OF ACCOUNTY OF SHELLOW	) ) SS	
I, the undersigned authority, a Notary Public in and for said cou	rporation, is signed	to the foregoing Modification and who is known to me,
acknowledged before me on this day that, being informed of the full authority, executed the same voluntarily for and as the action of the same under my hand and official seal this	pe contents of said long the said corporation.	Modification of Mortgage, he or she, as such officer and with
Given under my hand and official seal this	day of	Notability 2005  Notability of the series of
LASER PRO Lending, Ver. 5.25.20.303 Copr. Harland Financial		VETTE JOHNSON  Reserved: - AL Land LL
Endent ind Conding, Vol. 3.23.20.303 Copi. Handida	COMM	BOSOFY DE LA BAMA EXP 3-23-2006

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## EXHIBIT "A"

Lot 55, in Block 2, according to the Survey of First Addition to Selkirk, as recorded in Map Book 7, Page 149, in the Probate Office of Shelby County, Alabama.

SMERAGLIA