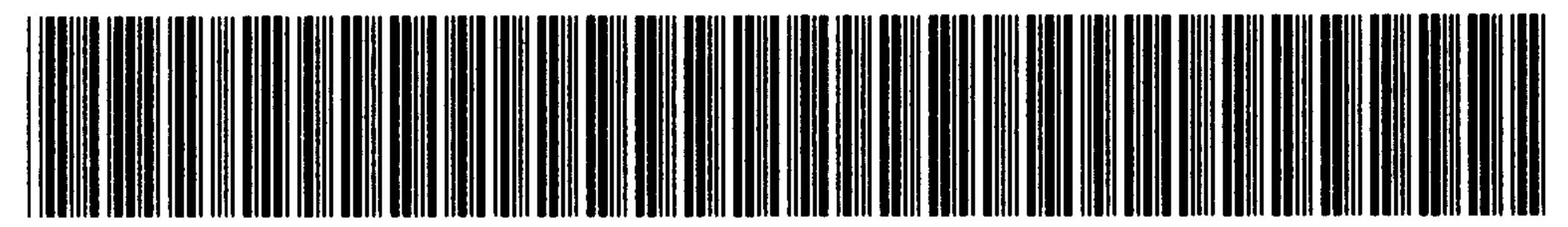
WHEN RECORDED MAIL TO:
Regions Loan Servicing Release
P/O Box 4897
Montgomery, AL 36103

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY



## MODIFICATION OF MORTGAGE



\*DOC48002900000290054246000000\*

THIS MODIFICATION OF MORTGAGE dated April 21, 2005, is made and executed between TIMOTHY J GOLDEN, whose address is 1339 SEQUOIA TRL, ALABASTER, AL 35007-9280 and DOROTHY R GOLDEN, whose address is 1339 SEQUOIA TRL, ALABASTER, AL 35007-9280; HUSBAND AND WIFE (referred to below as "Grantor") and REGIONS BANK, whose address is 335 HELENA MARKETPLACE, HELENA, AL 35080 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated February 28, 2003 (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

Recorded March 12, 2003, Instrument No. 20030312000160330, Shelby County, Alabama.

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

LOT 1 ACCORDING TO THE SURVEY OF NAVEHO HILLS 8TH SECTOR AS RECORDED IN MAP BOOK 9 PAGE 94 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

The Real Property or its address is commonly known as 1339 Sequoia Trail, Alabaster, AL 35007.

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

Note in the principal amount of \$60,000.00, representing new money of \$30,000.00, due May 5, 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 21, 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

This Modification of Mortgage prepared by:

Name: Anne Rachel Nance

Address: 335 HELENA MARKETPLACE City, State, ZIP: HELENA, AL 35080

## MODIFICATION OF MORTGAGE (Continued)

INDIVIDUAL ACKNOWLEDGMENT	
STATE OF Alabama  COUNTY OF Shelby	) ) SS )
GOLDEN, HUSBAND AND WIFE, whose names are signed to the	county in said state, hereby certify that TIMOTHY J GOLDEN and DOROTHY R he foregoing instrument, and who are known to me, acknowledged before me on on, they executed the same voluntarily on the day the same bears date.  day of
My commission expires <u>S-12-UU</u>	Notary Public
LENDER ACKNOWLEDGMENT	
LENDER A	ACKNOWLEDGMENT
COUNTY OF  I, the undersigned authority, a Notary Public in and for said cour a cor acknowledged before me on this day that, being informed of the full authority, executed the same voluntarily for and as the act of Given under my hand and official seal this  I SI	)  nty in said state, hereby certify that  rporation, is signed to the foregoing Modification and who is known to me, ne contents of said Modification of Mortgage, he or she, as such officer and with
STATE OF	)  nty in said state, hereby certify that  rporation, is signed to the foregoing Modification and who is known to me, ne contents of said Modification of Mortgage, he or she, as such officer and with of said corporation.

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-35672 PR-CL05

20050815000418720 2/2 \$59.00 Shelby Cnty Judge of Probate, AL 08/15/2005 12:24:21PM FILED/CERT