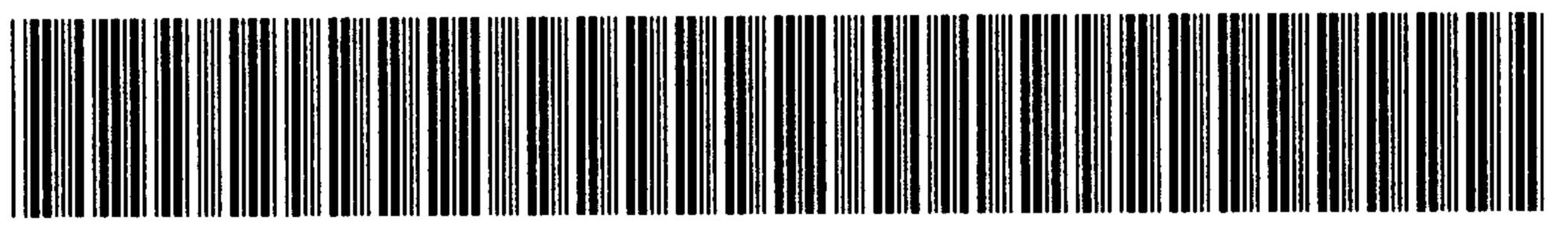
## WHEN RECORDED MAIL TO:

Regions Loan Servicing Release P O Box 4897 Montgomery, AL 36103

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

REGIONS Asmongaid balance 31,788.37" BANK

MODIFICATION OF MORTGAGE



\*DOC48000300000030260870000000\*

THIS MODIFICATION OF MORTGAGE dated July 7, 2005, is made and executed between TOMMY DAVIS, whose address is 12890 HIGHWAY 61, WILSONVILLE, AL 35186-6525 and PATRICIA DOROUGH DAVIS, whose address is 12890 HIGHWAY 61, WILSONVILLE, AL 35186-6525; HUSBAND AND WIFE (referred to below as "Grantor") and REGIONS BANK, whose address is 417 NORTH 20TH STREET, BIRMINGHAM, AL 35203 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated September 14, 2001 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

Recorded 10-11-2001 in Book 2001, Page 44157.

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

See ATTACHED 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 12890 HIGHWAY 61, WILSONVILLE, AL 35186-6525.

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

Extending Marutity dated from 10-29-2006 to 07-07-2016.

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 JULY 7, 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:** 

(Seal)

PATRICIA DOROUGH DAVIS

LENDER:

**REGIONS BANK** 

Authorized Signer

This Modification of Mortgage prepared by:

Name: RASHIDA MONICA

Address: 417 NORTH 20TH STREET City, State, ZIP: BIRMINGHAM, AL 35203

Page 2

Loan No: 00300000030260870

(Continued)

| INDIVIDUAL  | ACKNOWLEDGMENT                     |   |
|---|------------------------------------|---|
|   |                                    |   |
| STATE OF alkeri   | )                                  | 20050825000438060 2/3 \$64.70<br>Shelby Cnty Judge of Probate, AL |
|   | ) SS                               | 08/25/2005 10:54:53AM FILED/CERT                                  |
| COUNTY OF June  |                                    |   |
| I, the undersigned authority, a Notary Public in and for said county DAVIS, HUSBAND AND WIFE, whose names are signed to the fo this day that, being informed of the contents of said Modification, to | regoing instrument, and who are    | known to me, acknowledged before me on                            |
| Given under my hand and official seal this  | _ day of                           | AMUL BOW  |
| MY COMMISSION EXPIRES MAY 28, 2007  |                                    | Notary Public   |
| My commission expires   |                                    |   |
|   |                                    |   |
| LENDER ACKNOWLEDGMENT   |                                    |   |
|   |                                    |   |
| STATE OF Ulahama  | <b>)</b>                           |   |
|   | ) SS                               |   |
| COUNTY OF   |                                    |   |
| I, the undersigned authority, a Notary Public in and for said county  | :: d -+-+-                         | (10 to S. De Some Miles   |
| a corpor  | ation, is signed to the foregoing  | g Modification and who is known to me,                            |
| acknowledged before me on this day that, being informed of the c<br>full authority, executed the same voluntarily for and as the act of same  | ontents of said Modification of Mo |   |
| Given under my hand and official seal this  | _ day of                           | <u></u>   |
|   |                                    | Notary Public   |
|   |                                    | itotary Fublic  |
| My commission expires MY COMMISSION EXPIRES MAY 28, 2007  |                                    |   |
|   |                                    |   |
|   |                                    |   |

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-83638 PR-CL22

20050825000438060 3/3 \$64.70 Shelby Cnty Judge of Probate, AL 08/25/2005 10:54:53AM FILED/CERT

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Order Legal Descriptions

## Full Legal Description:

PARCEL 2: BEGINNING AT THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 20 SOUTH, RANGE 1 EAST; THENCE SOUTH 89 DEGREES 43 MINUTES 40 SECONDS WEST ALONG THE NORTH LINE OF SAID SIXTEENTH SECTION, A DISTANCE OF 687.43 FEET TO A POINT; THENCE SOUTH 00 DEGREES 08 MINUTES 05 SECONDS EAST A DISTANCE OF 3302.25 FEET TO A POINT IN THE CENTER OF COUNTY HIGHWAY NO. 61; THENCE SOUTH 41 DEGREES 53 MINUTES 06 SECONDS EAST ALONG THE CENTER OF COUNTY HIGHWAY NO. 61, A DISTANCE OF 323.45 FEET TO A POINT; THENCE NORTH 89 DEGREES 51 MINUTES 55 SECONDS EAST A DISTANCE OF 68.49 FEET TO A POINT; THENCE NORTH 45 DEGREES 17 MINUTES 41 SECONDS EAST A DISTANCE OF 568.10 FEET TO A POINT; THENCE NORTH 00 DEGREES 09 MINUTES 19 SECONDS WEST A DISTANCE OF 502.69 FEET TO THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER; THENCE NORTH 00 DEGREES 09 MINUTES 00 SECONDS WEST ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 23, A DISTANCE OF 336.36 FEET TO A POINT; THENCE SOUTH 84 DEGREES 21 MINUTES 41 SECONDS WEST A DISTANCE OF 580.80 FEET TO A POINT; THENCE NORTH 00 DEGREES 09 MINUTES 19 SECONDS WEST A DISTANCE OF 375.00 FEET TO A POINT; THENCE NORTH 84 DEGREES 21 MINUTES 41 SECONDS EAST A DISTANCE OF 580.80 FEET TO A POINT ON THE EAST LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 23; THENCE NORTH 00 DEGREES 09 MINUTES 19 SECONDS WEST A DISTANCE OF 61 1.32 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 23; THENCE NORTH 00 DEGREES 09 MINUTES 19 SECONDS WEST ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER, A DISTANCE OF 1322.68 FEET TO THE POINT OF BEGINNING. BEING THE SAME PROPERTY CONVEYED TO TOMMY DAVIS AND PATRICIA ANN DAVIS JOINT TENANTS WITH THE RIGHTS OF SURVIVORSHIP BY DEED FROM WILLIAM F. DOROUGH, A MARRIED MAN; PATRICIA ANN DAVIS, A MARRIED WOMAN; STEVEN R. DOROUGH, A SINGLE MAN; JANE D. JOHNSON, A SINGLE WOMAN; AND MURRAY W. DOROUGH, A MARRIED MAN RECORDED 11/30/2000 IN DEED BOOK 2000 PAGE 41150, IN THE PROBATE JUDGE'S OFFICE FOR SHELBY COUNTY, ALABAMA. TAX ID# 16-6-23-0-000-007.006

Brief Legal Description:

No brief legal description associated with this order.