20050923000496990 1/2 $314.60
Shelby Cnty Judge of Probate, AL
09/23/2005 12:59:55PM 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

Un Paid PB
$ 200,370.37

REGIONS BANK

MODIFICATION OF MORTGAGE

DOC48002900000290286116000000

THIS MODIFICATION OF MORTGAGE dated August 17, 2005, is made and executed between DONALD H BARRINGER, whose address is 3001 DUNDEE LN, BIRMINGHAM, AL 35242-4114 and JANE BARRINGER, whose address is 3001 DUNDEE LN, BIRMINGHAM, AL 35242-4114; HUSBAND AND WIFE (referred to below as "Grantor") and REGIONS BANK, whose address is 200 INVERNESS CENTER DRIVE, BIRMINGHAM, AL 35242 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated January 15, 2003 (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

Recorded February 14, 2003 in Instrument No. 20030214000093060.

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

Lot 5, in Block 1, according to the Survey of Kirkwall, as recorded in Map Book 6, Page 152, in the Probate Office of Shelby County, Alabama

The Real Property or its address is commonly known as 3001 DUNDEE LN, BIRMINGHAM, AL 35242.

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

Note in the principal amount of $202,500.00, representing no new money due September 1, 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 AUGUST 17, 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 Donald H Barringer (Seal)
DONALD H BARRINGER

X Jane Barringer (Seal)
JANE BARRINGER

LENDER:

REGIONS BANK

X _____ (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

Name: Mitchell Jonathan William
Address: 200 INVERNESS CENTER DRIVE
City, State, ZIP: BIRMINGHAM, AL 35242

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Alabama)
) SS
COUNTY OF Jefferson)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **DONALD H BARRINGER and JANE BARRINGER, 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 17th **day of** August, 20 05.

Talya Mishun Thomas
Notary Public

My commission expires MY COMMISSION EXPIRES AUGUST 30, 2008

LENDER ACKNOWLEDGMENT

STATE OF Alabama)
) SS
COUNTY OF Jefferson)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Jonathan W. Mitchell, AVP of 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 17th **day of** August, 20 05.

Talya Mishun Thomas
Notary Public

My commission expires MY COMMISSION EXPIRES AUGUST 30, 2008

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-106889 PR-CL06

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