20050927000502640 1/2 $35.00
Shelby Cnty Judge of Probate, AL
09/27/2005 12:29:27PM 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

Unpaid PB
$ 13,950.28

REGIONS BANK

MODIFICATION OF MORTGAGE

DOC48000300000030261079000000

THIS MODIFICATION OF MORTGAGE dated August 18, 2005, is made and executed between ANTHONY B TOMBRELLO A/K/A A B TOMBRELLO, whose address is 1028 SOUTHLAKE CV, BIRMINGHAM, AL 35244-3282 and JOYCE ANN TOMBRELLO A/K/A JOYCE P TOMBRELLO, whose address is 1028 SOUTHLAKE CV, BIRMINGHAM, AL 35244-3282 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 February 9, 1995 (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

Recorded February 15, 1995 in Instrument #1995-04142.

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

Lot 58, according to the Survey of Southlake Cove, as recorded in Map Book 12, page 98, in the Probate Office of Shelby County, Alabama

The Real Property or its address is commonly known as 1028 SOUTHLAKE COVE, BIRMINGHAM, AL 35244.

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

Note in the principal amount of $50,000.00, no new money, due September 2, 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.

LINE OF CREDIT RENEWAL OR REFINANCE VERBIAGE. Renewal or refinance of Credit Agreement to us dated May 2, 2000. This does not satisfy or in any way discharge the existing debt under that note, nor does it release any security identified in that note.

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 18, 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 Anthony B. Tombrello (Seal)
ANTHONY B TOMBRELLO

X Joyce Ann Tombrello (Seal)
JOYCE ANN TOMBRELLO

LENDER:

REGIONS BANK

X Debra Currin (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

Name: Currin Mora O
Address: 417 NORTH 20TH STREET
City, State, ZIP: BIRMINGHAM, AL 35203

INDIVIDUAL ACKNOWLEDGMENT

20050927000502640 2/2 $35.00
Shelby Cnty Judge of Probate,AL
09/27/2005 12:29:27PM FILED/CERT

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 **ANTHONY B TOMBRELLO and JOYCE ANN TOMBRELLO, 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 18th **day of** August, 20 05.

Martha B. McBee
Notary Public

My commission expires 3/6/09

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 _____ 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 18th **day of** August, 20 05.

Martha B. McBee
Notary Public

My commission expires 3/6/09

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