



20050930000511140 1/3 \$44.00  
Shelby Cnty Judge of Probate, AL  
09/30/2005 12:46:09PM 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**



\*DOC48002900093000121802000000\*

unpaid bal: \$17,938.82

**THIS MODIFICATION OF MORTGAGE dated July 9, 2005, is made and executed between SUSAN M TODD, whose address is 1262 HIGHWAY 277, HELENA, AL 35080-7620; AN UNMARRIED WOMAN (referred to below as "Grantor") and REGIONS BANK, whose address is 2964 PELHAM PARKWAY, PELHAM, AL 35124 (referred to below as "Lender").**

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated June 29, 2000 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

**A Mortgage Dated 06/29/2000 Record In Book # 2000 And Page #25665 In The Probated Judges Office Of Shelby County, Alabama. .**

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

See SEE 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 1262 HIGHWAY 277, HELENA, AL 35080-7620.

**MODIFICATION.** Lender and Grantor hereby modify the Mortgage as follows: **Extending the maturity date from July 5, 2005 to July 28, 2010 with no new money.**

**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 endorser, 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 9, 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 Susan M. Todd (Seal)  
SUSAN M TODD

LENDER:

REGIONS BANK

X [Signature] (Seal)  
Authorized Signer

This Modification of Mortgage prepared by:

Name: JOHN M. BENTLEY  
Address: 2964 PELHAM PARKWAY  
City, State, ZIP: PELHAM, AL 35124

MODIFICATION OF MORTGAGE  
(Continued)

Loan No: 02900093000121802

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INDIVIDUAL ACKNOWLEDGMENT

STATE OF Alabama )  
 ) SS  
COUNTY OF Shelby )

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **SUSAN M TODD, AN UNMARRIED WOMAN**, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said Modification, he or she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 9 day of July, 2005.

[Signature]  
Notary Public

My commission expires MY COMMISSION EXPIRES JULY 2, 2008

LENDER ACKNOWLEDGMENT

STATE OF Alabama )  
 ) SS  
COUNTY OF Elmore )

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that 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 9 day of July, 2005.

[Signature]  
Notary Public

My commission expires 3-24-07

  
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**EXHIBIT "A"**

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File No.: ATI-000240886

A parcel of land in the Southwest Quarter of the Southeast Quarter of Section 27, Township 20 South, Range 4 West, Shelby County, Alabama, described as follows:

Commence at the Northwest corner of said 1/4-1/4 section; thence run South along the West 1/4-1/4 line a distance of 194.56 feet to the point of beginning; thence continue last course a distance of 330.0 feet to a point on the Westerly right-of-way of the Southern Railway; thence run Northeasterly along said right-of-way along the arc of a curve to the left a distance of 363.30 feet (said curve having a radius of 3202.64 feet and a delta angle of 06 degrees 26 minutes 45 seconds); thence run West a distance of 144.16 feet to the point of beginning.

SUBJECT TO a 30 foot easement for ingress, egress and utilities across the above described parcel.

ALSO a right-of-way for ingress, egress and utilities 30 feet wide, described as follows:

Commence at the Northwest corner of the Southwest Quarter of the Southeast Quarter of Section 27, Township 20 South, Range 4 West, Shelby County, Alabama; thence run South along the West 1/4-1/4 line a distance of 650 feet, more or less, to the centerline of the Southern Railway right-of-way and an old grade crossing and the point of beginning; thence run North 85 degrees East along an existing road a distance of 120 feet; thence run South 65 degrees East along said road a distance of 106 feet to the centerline of a paved public road.

LESS AND EXCEPT any part lying within the road right-of-way and any part lying within the Southern Railway right-of-way.