20051006000522100 1/3 $77.00
Shelby Cnty Judge of Probate,AL
10/06/2005 12:34:16PM 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

REGIONS BANK

MODIFICATION OF MORTGAGE

DOC48000300000030260873000000

THIS MODIFICATION OF MORTGAGE dated July 11, 2005, is made and executed between LEONARD KEITH GARRETT, whose address is 2261 HIGHWAY 93, HELENA, AL 35080-7713 and VIVIAN FAIN GARRETT, whose address is 2261 HIGHWAY 93, HELENA, AL 35080-7713; HUSBAND AND WIFE (referred to below as "Grantor") and REGIONS BANK, whose address is 1651 MONTGOMERY HIGHWAY, BIRMINGHAM, AL 35216 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated June 5, 1995 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED 06/05/1995 INSTRUMENT NUMBER 1995-15291.

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 2261 HIGHWAY 93, HELENA, AL 35080-7713.

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

INCREASE PRINCIPAL LOAN AMOUNT FROM $20,000.00 TO $ 40,0000.00. AS WELL AS RECEIVE NEW MONEY IN THE AMOUNT OF $ 20,000.00 .

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 11, 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 _____ (Seal)
LEONARD KEITH GARRETT

X _____ (Seal)
VIVIAN FAIN GARRETT

LENDER:

REGIONS BANK

X _____ (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

Name: JENEE PHILLIPS
Address: 1651 MONTGOMERY HIGHWAY
City, State, ZIP: BIRMINGHAM, AL 35216

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 **LEONARD KEITH GARRETT and VIVIAN FAIN GARRETT, 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 11 **day of** July, 2005.

Mary Allison George
Notary Public

My commission expires 4/28/07

MARY ALLISON GEORGE
NOTARY PUBLIC
STATE OF ALABAMA
COMM. EXP. 4-28-2007

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 Suzzane Waid for 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 11 **day of** July, 20 05.

Mary Allison George
Notary Public

My commission expires 4/28/07

MARY ALLISON GEORGE
NOTARY PUBLIC
STATE OF ALABAMA
COMM. EXP. 4-28-2007

LASER PRO Lending, Ver. 5.25.20.303 Copr. Harland Financial Solutions, Inc. 1997, 2005. All Rights Reserved. - AL R:\CFI\CPL\G201.FC TR-83365 PR-CL05

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Schedule "A"

A parcel of land located in the NE ¼ of Section 23, Township 20 south, range 4 West, Shelby County, Alabama, more particularly described as follows:

Commence at the NE corner of said NE ¼; thence in a Southerly direction along the Easterly line of said Section 23, a distance of 21.96 feet to the Northwesterly R/W line of a County Road; thence 57 degrees 03 minutes right, in a Southwesterly direction along said R/W line, a distance of 427.88 feet to the point of beginning; thence continue last described course, a distance 188.00 feet to the beginning of a curve to the left, having a radius of 2864.72 feet; thence in a Southwesterly direction along said curve and R/W line, a distance of 194.16 feet; thence 111 degrees 12 minutes 50 seconds right from a line tangent to said curve, in a Northwesterly direction, a distance of 470.99 feet to the intersection with the North line of said NE 1/4 ; thence 105 degrees 10 minutes 48 seconds right, in an Easterly direction along said North line, a distance of 378.00 feet; thence 76 degrees 05 minutes 50 seconds right, in a Southeasterly direction a distance of 255.70 feet to the point of beginning.

Minerals and mining rights excepted.