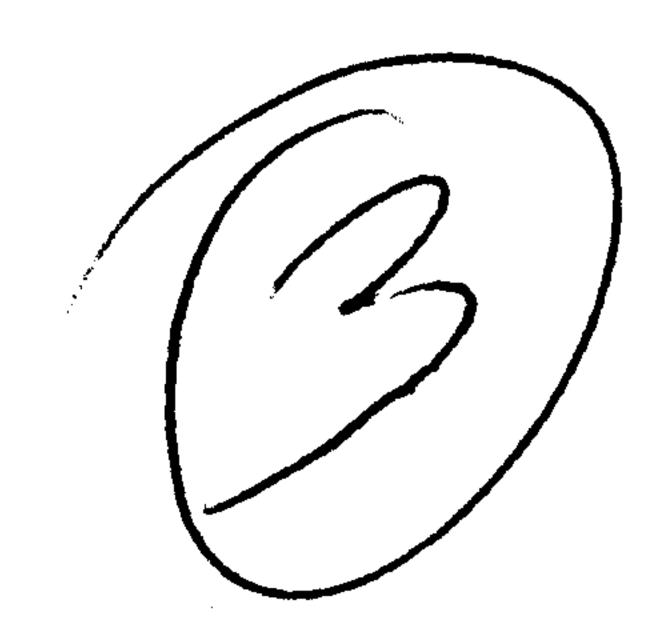
200510110000528780 1/2 \$44.30 Shelby Cnty Judge of Probate, AL 10/11/2005 11:17:25AM FILED/CERT

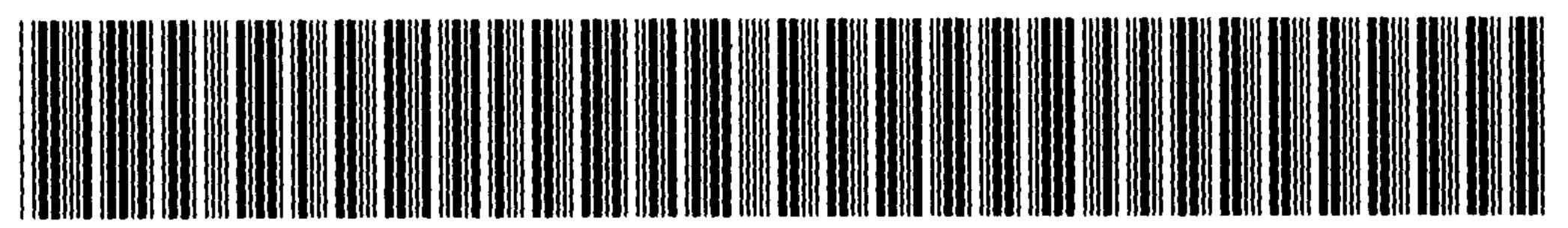
WHEN RECORDED MAIL TO:
Regions Loan Servicing Release
P O Box 4897
Montgomery, AL 36103



SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY



## MODIFICATION OF MORTGAGE



\*DOC48002900193000211317000000\*

THIS MODIFICATION OF MORTGAGE dated September 6, 2005, is made and executed between FRANCES L PHELPS, whose address is 74 HILL ST., WILSONVILLE, AL 35186-0000 and ANNE L PHELPS, whose address is 47 HILL ST, WILSONVILLE, AL 35186-7231; TENANTS-IN-COMMON (referred to below as "Grantor") and REGIONS BANK, whose address is P.O. BOX 946, 21325 HWY 25, COLUMBIANA, AL 35051 (referred to below as "Lender").

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

Recorded 08-04-2003 in Instrument Number 20030804000502100, SHELBY County, AL.

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

See the exhibit or other description document 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 47 HILL STREET, WILSONVILLE, AL 35186.

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

Note In principal amount of 46,200.00, representing new money of \$20,200.00, due 07-21-2008.

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 SEPTEMBER 6, 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.

This Notice is required by Alabama law. In this Notice the term "you" means the Grantor named above.

CAUTION - - IT IS IMPORTANT THAT YOU THOROUGHLY READ THE CONTENTS OF THIS CONTRACT BEFORE YOU SIGN IT.

GRANTOR:

FRANCES I BUELDS

X19-2200/ The Land

LENDER:

**REGIONS BANK** 

Authorized Signer

This Modification of Mortgage prepared by:

Name: MELINDA S WALKER Address: P.O. BOX 946

City, State, ZIP: COLUMBIANA, AL 35051

Loan No: 02900193000211317

MODIFICATION OF MORTGAGE (Continued)

| INDIVIDUAL ACKNOWLEDGMENT  |
|--|
| STATE OF allabaren   |
| COUNTY OF Stelly   |
| I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that FRANCES L PHELPS and ANNE L PHELPS, TENANTS-IN-COMMON, 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   |
| My commission expires And Application Supplies |
| LENDER ACKNOWLEDGMENT  |
| STATE OF Allabara  |
| country of dellay  |
| 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  day of  day of  1, 20, 05,  |
| My commission expires  |

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-118952 PR-CR08

20051011000528780 2/2 \$44.30 Shelby Cnty Judge of Probate, AL 10/11/2005 11:17:25AM FILED/CERT

Lot 3, apporting to the survey of HM Subdivision, as recorded in Map Book 3, Page 142 in the Probate Office of Shelby County, Alabama. Situated in Shelby County, Alabama. The Real Property or its address is commonly known as 47 HM Street, Wilsonville, AL 35186.