20051013000535480 1/2 $126.50
Shelby Cnty Judge of Probate, AL
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WHEN RECORDED MAIL TO:
Regions Loan Servicing Release
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Montgomery, AL 36103

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REGIONS BANK

MODIFICATION OF MORTGAGE

DOC48000300000030261200000000

THIS MODIFICATION OF MORTGAGE dated September 16, 2005, is made and executed between JOHN F FRANTZ, whose address is 2072 BROOK HIGHLAND RIDGE, BIRMINGHAM, AL 35242-5860 and SUSAN D FRANTZ, whose address is 2072 BROOK HIGHLAND RIDGE, BIRMINGHAM, AL 35242-5860; 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 March 9, 2004 (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

Recorded March 17, 2004 in Instrument #20040317000135960.

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

LOT 2019, ACCORDING TO BROOK HIGHLAND, AN EDDLEMAN COMMUNITY, 20TH SECTOR, AS RECORDED IN MAP BOOK 16, PAGE 148, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA: BEING SITUATED IN SHELBY COUNTY, ALABAMA.

The Real Property or its address is commonly known as 2072 BROOK HIGHLAND RIDGE, BIRMINGHAM, AL 35242.

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

Note in the principal amount of $225,000.00 representing new money in the amount of $75,000.00 due October 1, 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.

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 16, 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)
JOHN F FRANTZ

X _____ (Seal)
SUSAN D FRANTZ

LENDER:

REGIONS BANK

X _____ (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

Name: Roper Stacy L
Address: 417 NORTH 20TH STREET
City, State, ZIP: BIRMINGHAM, AL 35203

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 **JOHN F FRANTZ and SUSAN D FRANTZ, 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 16th **day of** Sept, 20 05.

Martha G. 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 16th **day of** Sept, 20 05

Martha G. McBee
Notary Public

My commission expires 3/6/09

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