

*TK*

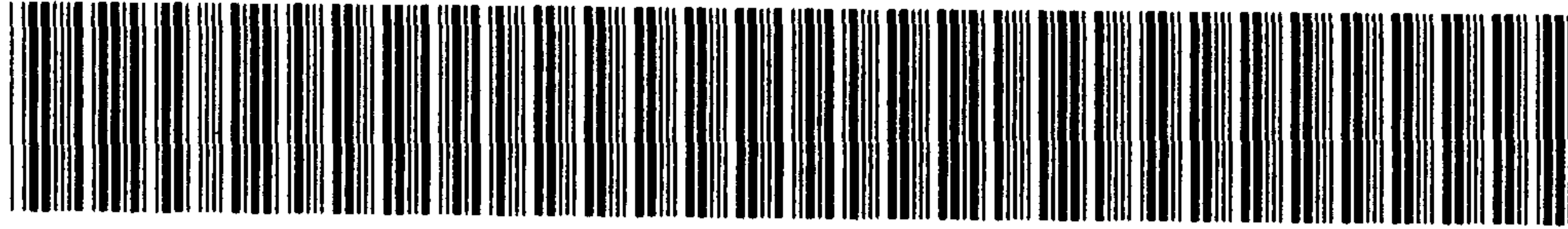
**WHEN RECORDED MAIL TO:**  
Regions Loan Servicing Release  
P O Box 4897  
Montgomery, AL 36103

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

*Current balance 255,348.00*



**MODIFICATION OF MORTGAGE**



\*DOC48002900000290054570000000\*

**THIS MODIFICATION OF MORTGAGE** dated September 20, 2005, is made and executed between **JIMMY R ROCKETT**, whose address is 21379 HIGHWAY 55, STERRETT, AL 35147-9622 and **DANNA J ROCKETT**, whose address is 21379 HIGHWAY 55, STERRETT, AL 35147-9622; **HUSBAND AND WIFE** (referred to below as "Grantor") and **REGIONS BANK**, whose address is 200 INVERNESS CENTER DRIVE, BIRMINGHAM, AL 35242 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated August 10, 2001 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

Recorded 08-30-2001 in Instrument 2001-37316, Shelby County, AL.

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

See ATTACHED EXHIBIT A, 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 21379 HIGHWAY 55, STERRETT, AL 35147-9622.

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

Note in the principal amount of \$40,000.00, representing new money of \$21,500.00, due 09-20-2010.

**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 20, 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 *J.R. Rockett* (Seal)  
JIMMY R ROCKETT

X *Danna J Rockett* (Seal)  
DANNA J ROCKETT

LENDER:

REGIONS BANK

X *Kevin H. Huey* (Seal)  
Authorized Signer

This Modification of Mortgage prepared by:

Name: EVELYN B PHILLIPS  
Address: 200 INVERNESS CENTER DRIVE  
City, State, ZIP: BIRMINGHAM, AL 35242

MODIFICATION OF MORTGAGE  
(Continued)

Loan No: 02900000290054570

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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 **JIMMY R ROCKETT and DANNA J ROCKETT, 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 20 day of Sept, 20 05.

My Commission Expires  
11-15-2008

Donna Akinj  
Notary Public

My commission expires \_\_\_\_\_

LENDER 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 \_\_\_\_\_ 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 \_\_\_\_\_, 20 \_\_\_\_\_.

My Commission Expires  
11-15-2008

Donna Akinj  
Notary Public

My commission expires \_\_\_\_\_



20051116000598810 2/3 \$49.25  
Shelby Cnty Judge of Probate, AL  
11/16/2005 12:36:32PM FILED/CERT



20051116000598810 3/3 \$49.25  
Shelby Cnty Judge of Probate, AL  
11/16/2005 12:36:32PM FILED/CERT

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Order Legal Descriptions

**Full Legal Description:**

EXHIBIT "A" COMMENCE AT THE SW CORNER OF THE NW 1/4 OF THE SE 1/4 OF SECTION 5, TOWNSHIP 18 SOUTH, RANGE 2 EAST; THENCE SOUTH 89 DEGREES 56' EAST ALONG SOUTH LINE OF SAID 1/4-1/4 SECTION 975.92 FEET; THENCE NORTH 0 DEGREES 04' EAST 320.22 FEET; THENCE NORTH 26 DEGREES 45' EAST 241.67 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 63 DEGREES 51' 40" EAST 540.58 FEET TO THE NW RIGHT OF WAY OF A COUNTY ROAD; THENCE NORTH 34 DEGREES 07' EAST ALONG SAID RIGHT OF WAY 274.23 FEET; THENCE NORTH 62 DEGREES 35' WEST 575.74 FEET; THENCE SOUTH 26 DEGREES 45' WEST 284.45 FEET BACK TO THE POINT OF BEGINNING, BEING IN THE NE 1/4 AND THE NW 1/4 OF THE SE 1/4 OF SECTION 5. LESS AND EXCEPT A 15-FOOT EASEMENT FOR INGRESS AND EGRESS AND THE CENTERLINE DESCRIBED AS FOLLOWS: COMMENCE AT THE NW CORNER OF SAID 1/4-1/4 SECTION; THENCE SOUTH ALONG THE WEST LINE OF SAME 690.00 FEET; THENCE SOUTH 71 DEGREES 57' EAST 1027.50 FEET; THENCE NORTH 26 DEGREES 44' EAST 255.95 FEET TO THE POINT OF BEGINNING OF THE CENTER LINE OF SAID EASEMENT; THENCE SOUTH 76 DEGREES 51' EAST 141.36 FEET; THENCE SOUTH 27 DEGREES 32' 30" EAST 96.90 FEET; THENCE SOUTH 6 DEGREES 50' 30" EAST 143.38 FEET; THENCE SOUTH 33 DEGREES 33' 30" EAST 96.14 FEET; THENCE SOUTH 71 DEGREES 57' EAST 129.0 FEET TO PUBLIC ROAD. BEING THE SAME PROPERTY CONVEYED TO DANNA J. ROCKETT, A MARRIED MAN BY DEED FROM JOHN COOK, A MARRIED MAN RECORDED 11/30/1998 IN DEED BOOK 1998 PAGE 47188, IN THE PROBATE JUDGE'S OFFICE FOR SHELBY COUNTY, ALABAMA. TAX ID# 05-3-05-0-001-015.004

**Brief Legal Description:**

No brief legal description associated with this order.