

WHEN RECORDED MAIL TO:
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## MODIFICATION OF MORTGAGE

unpaid Bal 8000.



\*DOC48002900000290054470000000\*

THIS MODIFICATION OF MORTGAGE dated January 30, 2006, is made and executed between DANA T VANSANT SR, whose address is 116 BOLTON LANE, COLUMBIANA, AL 35051-5348 and JACQUELINE J VANSANT, whose address is 116 BOLTON LANE, COLUMBIANA, AL 35051-5348; HUSBAND AND WIFE (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 August 3, 2005 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED 08/31/2005 IN INSTRUMENT NUM: 20050831000450820.

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 116 BOLTON LANE, COLUMBIANA, AL 35051-5348.

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

NOTE IN THE PRINCIPAL AMOUNT OF \$80,000.00, REPRESENTING NEW MONEY OF \$25,000.00, DUE 01/30/2011.

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 JANUARY 30, 2006.

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:

DANA T VANSANT SR (Seal)

INCOLLECTIONS IN VANISANT

(Seal)

LENDER:

**REGIONS BANK** 

Authorized Signer

(Seal)

This Modification of Mortgage prepared by:

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

City, State, ZIP: COLUMBIANA, AL 35051

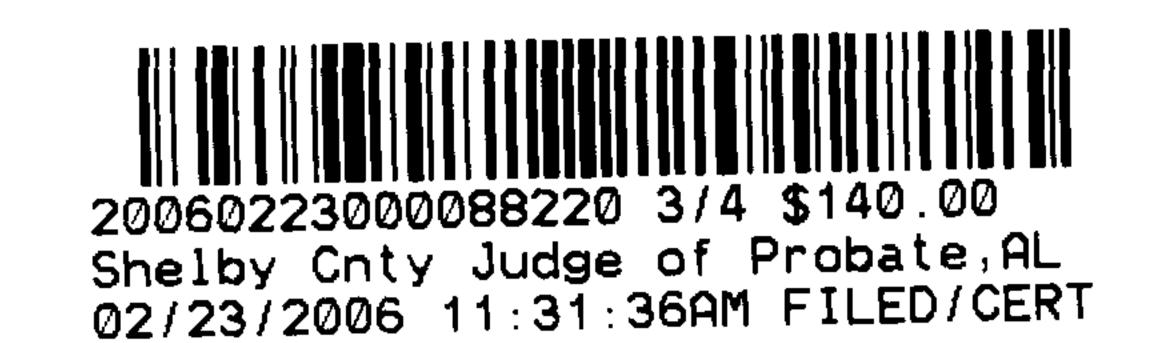
Loan No: 02900000290054470

## MODIFICATION OF MORTGAGE (Continued)

red) Page 2

STATE OF SALLS COUNTY OF SALLS  I, the undersigned authority, a Notary Public in VANSANT, HUSBAND AND WIFE, whose name	in and for said county in said state, hereby centers are signed to the foregoing instrument, and we Modification, they executed the same voluntarily day of	20060223000088220 2/4 \$140.00 Shelby Cnty Judge of Probate, AL 02/23/2006 11:31:36AM FILED/CERT  tify that DANA T VANSANT SR and JACQUELINE Judge are known to me, acknowledged before me on this
		Notary Public
My commission expires		
LENDER ACKNOWLEDGMENT		
STATE OFSMELLEZ	<del></del>	
	ing informed of the contents of said Modification	at ACALOND BULLL foregoing Medification and who is known to me, of Mortgage, he or she, as such officer and with full
My commission expires		

LASER PRO Lending, Ver. 5.27.00.005 Copr. Harland Financial Solutions, Inc. 1997, 2006. All Rights Reserved. - AL R:\CFI\LPL\G201.FC TR-196830 PR-CL23



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Order Legal Descriptions

## Full Legal Description:

COMMENCE AT THE NORTHWEST CORNER OF THE NE 1/4 OF SE 1/4, SECTION 25, TOWNSHIP 21 SOUTH, RANGE 1 WEST; THENCE PROCEED SOUTH 89 DEGREES 30 SECONDS WEST (MB) ALONG THE NORTH BOUNDARY OF THE NW 1/4 OF SE 1/4 AND NE 1/4 OF SW 1/4, SECTION 25, TOWNSHIP 21 SOUTH, RANGE 1 WEST FOR A DISTANCE OF 2285.43 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF WASHINGTON STREET; THENCE TURN AN ANGLE OF 100 DEGREES 18 MINUTES TO THE LEFT AND PROCEED SOUTH 11 DEGREES 14 MINUTES 30 SECONDS EAST (MB) ALONG THE SAID WEST RIGHT OF WAY LINE OF WASHINGTON STREET, A DISTANCE OF 1234.53 FEET TO THE POINT OF INTERSECTION WITH THE NORTH RIGHT OF WAY LINE OF BOLTON LANE; THENCE TURN AN ANGLE OF 100 DEGREES 18 MINUTES TO THE RIGHT AND PROCEED SOUTH 89 DEGREES 03 MINUTES 30 SECONDS WEST (MB) ALONG THE SAID NORTH RIGHT OF WAY LINE OF BOLTON LAKE, A DISTANCE OF 452.05 FEET TO THE POINT OF BEGINNING OF THE ONE AND ONE-HALF LOTS HEREIN DESCRIBED; THENCE CONTINUE SOUTH 89 DEGREES 03 MINUTES 30 SECONDS WEST (MB) ALONG THE SAID NORTH RIGHT OF WAY LINE OF BOLTON LANE, A DISTANCE OF 215.00 FEET TO A POINT; THENCE TURN AN ANGLE OF 90 DEGREES 00 MINUTES TO THE RIGHT AND PROCEED FOR A DISTANCE OF 200.00 FEET TO A POINT; THENCE TURN AN ANGLE OF 90 DEGREES 00 MINUTES TO THE RIGHT AND PROCEED FOR A DISTANCE OF 215.00 FEET TO A POINT; THENCE TURN AN ANGLE OF 90 DEGREES 00 MINUTES TO THE RIGHT AND PROCEED FOR A DISTANCE OF 200.0 FEET TO THE POINT OF BEGINNING. SAID 1 1/2 LOTS ARE LYING IN THE NW 1/4 OF SW 1/4 AND NE 1/4 OF SW 1/4, SECTION 25, TOWNSHIP 21 SOUTH, RANGE 1 WEST, AND HAVE A 50 FOOT BUILDING OR SET BACK RESTRICTIONS FROM THE NORTH BOUNDARY OF BOLTON LANE. BEING THE SAME PROPERTY CONVEYED TO DANA T. VANSANT AND WIFE, JACKIE J. VANSANT JOINT TENANTS WITH THE RIGHTS OF SURVIVORSHIP BY DEED FROM JEFFREY LOUIS MOODY AND CORCORAN MOODY, AS CO-PERSONAL REPRESENTATIVES OF THE ESTATE OF WALTER E.

MOODY, DECEASED, PROBATE CASE 39-072; AND JEFFREY LOUIS MOODY, A MARRIED MAN; AND SCOTT CORCORAN, A MARRIED MAN RECORDED 06/14/2000 IN DEED BOOK 2000 PAGE 19889, IN THE PROBATE JUDGE'S OFFICE FOR SHELBY COUNTY, ALABAMA. TAX ID# 21-7-25-3-001-049.000 **Brief Legal Description:** 

Brief Legal Description:
No brief legal description associated with this order.

20060223000088220 4/4 \$140.00 Shelby Cnty Judge of Probate, AL 02/23/2006 11:31:36AM FILED/CERT