

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



RECEIVED

MAR 0 7 2006

MODIFICATION OF MORTGAGE

REAL ESTATE PERFECTION



DOC48002900000290054696000000

THIS MODIFICATION OF MORTGAGE dated December 5, 2005, is made and executed between DONALD W MARTIN, whose address is 616 BAYHILL RD, BIRMINGHAM, AL 35244-3308 and JOSEPHINE MARTIN, whose address is 616 BAYHILL RD, BIRMINGHAM, AL 35244-3308; HUSBAND AND WIFE (referred to below as "Grantor") and REGIONS BANK, whose address is 2964 PELHAM PARKWAY, PELHAM, AL 35124 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated August 28, 2000 (the "Mortgage") which has been recorded in JEFFERSON County, State of Alabama, as follows:

Recorded in book 18 page 144, Shelby County, AL. Recorded 9/28/2000 in Instrument # 2000-34125

REAL PROPERTY DESCRIPTION. The Mortgage covers the following described real property located in JEFFERSON 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 616 BAYHILL RD, BIRMINGHAM, AL 35244-3308.

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

Note in the Principal amount of \$200,000.00. 12/19/15-maturity. no new money

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 DECEMBER 5, 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:

DONALD W MARTIN

(Seal)

(Seal)

LENDER:

REGIONS BANK

(Seal)

This Modification of Mortgage prepared by:

Name: JOHN BENTLEY

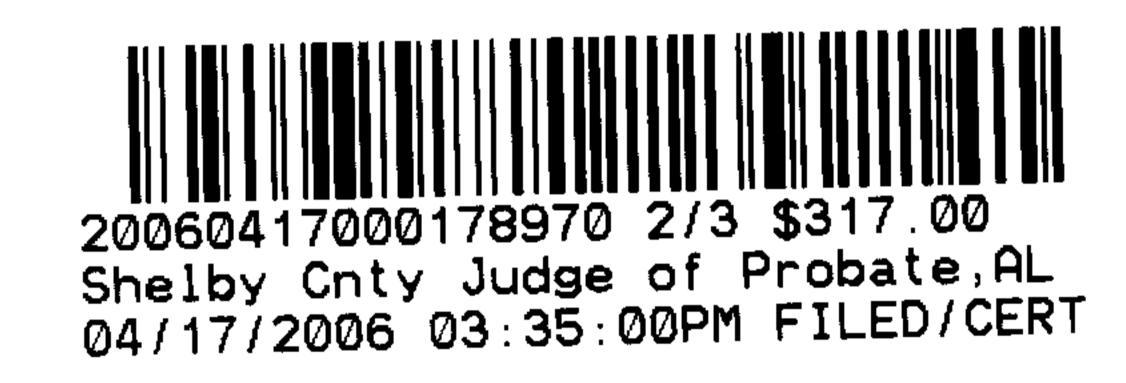
Address: 2964 PELHAM PARKWAY City, State, ZIP: PELHAM, AL 35124

Page 2

MODIFICATION OF MORTGAGE (Continued)

INDI	VIDUAL ACKNOW	LEDGMENT
STATE OF AMA		
county of Shelby) SS }	
MARTIN. HUSBAND AND WIFE, whose names are si	igned to the foregoing insti	tate, hereby certify that DONALD W MARTIN and JOSEPHINE rument, and who are known to me, acknowledged before me on the same voluntarily on the day the same bears date.
Given under my hand and official seal this	5 day of	December 2005.
My commission expires MY COMMISSION EXPIRES JU	JLY 2, 2006	Notary Public
LE	NDER ACKNOWL	EDGMENT
STATE OF Alabama		
COUNTY OF 5he/by) SS)	
I, the undersigned authority, a Notary Public in and for the second seco	initied of the contents of se	hereby certify that John Mark Bentle and to the foregoing Modification and who is known to me hid Modification of Mortgage, he or she, as such officer and with on. December, 20 05.
My commission expires		Notary Public

LASER PRO Lending, Var. 5.27.00.005 Copr. Harland Financial Solutions, Inc. 1997, 2005. All Rights Reserved. - AL R:\CFI\LPL\G201.FC TR-168333 PR-CL22



20060417000178970 3/3 \$317.00 Shelby Cnty Judge of Probate, AL 04/17/2006 03:35:00PM FILED/CERT

Logout

Home > Main Menu

Order Legal Descriptions

Full Legal Description:

LOT 14, ACCORDING TO THE SURVEY OF HEATHERWOOD FOREST, SECTOR 1, AS RECORDED IN MAP BOOK 13, PAGE 144, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA. THE ABOVE PROPERTY IS CONVEYED SUBJECT TO: AD VALOREM FOR 2000 AND SUBSEQUENT YEARS NOT YET DUE AND PAYABLE UNTIL OCTOBER 1, 2000. EXISTING COVENANTS AND RESTRICTIONS, EASEMENTS, BUILDING LINES AND LIMITATIONS OF RECORD. BEING THE SAME PROPERTY CONVEYED TO DONALD W. MARTIN JOSEPHINE A. MARTIN JOINT TENANTS WITH THE RIGHTS OF SURVIVORSHIP BY DEED FROM HEATHERWOOD DEVELOPMENT COMPANY, INC. RECORDED 02/03/2000 IN DEED BOOK 200203520 PAGE, IN THE PROBATE JUDGE'S OFFICE FOR SHELBY COUNTY, ALABAMA. TAX ID# 102090002014000

Brief Legal Description:

No brief legal description associated with this order.