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

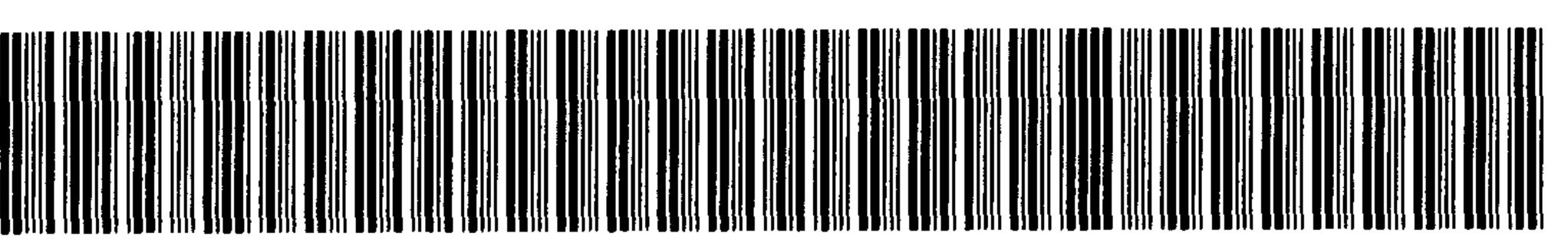
SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

## REGIONS & BANK

RECEIVED

MODIFICATION OF MORTGAGE

REAL ESTATE PERFECTION



\*DOC48002900000290054737000000\*

THIS MODIFICATION OF MORTGAGE dated March 10, 2006, is made and executed between ROBERT KEVEN GARDNER, whose address is 145 WINDSOR LANE, PELHAM, AL 35124-2845 and JENNIFER K GARDNER, whose address is 145 Windsor Lane, PELHAM, AL 35124-2634; 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 26, 2005 (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

RECORDED 09/16/2005 IN BOOK NUM: 2005, PAGE NUM: 048-1350, SHELBY COUNTY, ALABAMA.

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 145 Windsor Lane, Pelham, AL 35124.

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

NOTE IN THE PRINCIPAL AMOUNT OF \$70,000.00, REPRESENTING NEW MONEY OF \$10,000.00, DUE 03/06/2016.

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 MARCH 10, 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:** 

(Seal)

LENDER:

**REGIONS BANK** 

This Modification of Mortgage prepared by:

Name: JOHN M BENTLEY

Address: 2964 PELHAM PARKWAY City, State, ZIP: PELHAM, AL 35124 Loan No: 02900000290054737

My commission expires \_

## MODIFICATION OF MORTGAGE (Continued)

Page 2

INDIVIDUAL ACKNOWLEDGMENT STATE OF AMADAMA 20060419000183130 2/3 \$122.00 Shelby Cnty Judge of Probate, AL 04/19/2006 01:59:11PM FILED/CERT ) SS COUNTY OF Shelby I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that ROBERT KEVEN GARDNER and JENNIFER K GARDNER, 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 \_\_\_\_\_ day of \_\_\_\_\_ day of \_\_\_\_\_ **Notary Public** MY COMMISSION STATES My commission expires \_\_\_\_\_ LENDER ACKNOWLEDGMENT ) SS 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\_

LASER PRO Lending, Ver. 5.30.00.004 Copr. Harland Financial Solutions, Inc. 1997, 2006. All Rights Reserved. - AL R:\CFI\LPL\G201.FC TR-221473 PR-CL22

20060419000183130 3/3 \$122.00 Shelby Cnty Judge of Probate, AL 04/19/2006 01:59:11PM FILED/CERT

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Order Legal Descriptions

Full Legal Description:

LOT 1332-AA, ACCORDING TO A RESURVEY OF A RESURVEY OF LOT 1332-A OF THE AMENDED MAP OF WEATHERLY, WIXFORD FOREST, SECTOR 13, AS RECORDED IN MAP BOOK 28, PAGE 50, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA. BEING THE SAME PROPERTY CONVEYED TO KEVEN GARDNER AND WIFE, JENNIFER K. GARDNER JOINT TENANTS WITH THE RIGHTS OF SURVIVORSHIP BY DEED FROM KENNETH R. CARTER AND ELIZABETH CARTER, HUSBAND AND WIFE RECORDED 06/04/2001 IN DEED BOOK 2001 PAGE 22639, IN THE PROBATE JUDGE'S OFFICE FOR SHELBY COUNTY, ALABAMA. TAX ID# 14-9-31-0-000-001.058

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