

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  SM
BANK

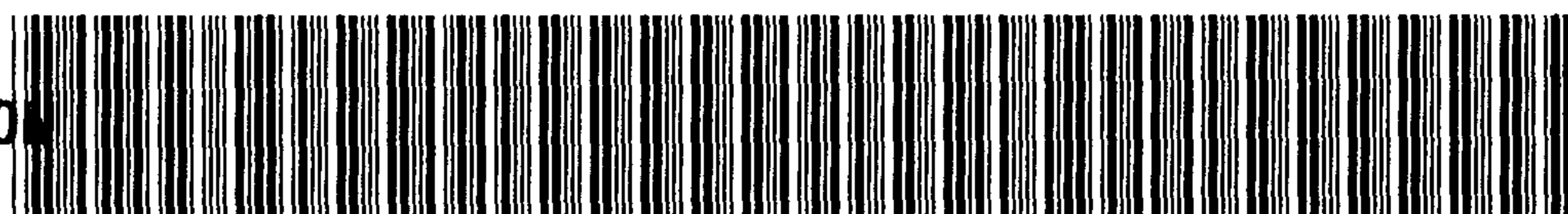
"unpaid balance \$20,000.00"

RECEIVED

MODIFICATION OF MORTGAGE

APR 17 2006

REAL ESTATE PERFECTION



DOC48002900000290054869000000

THIS MODIFICATION OF MORTGAGE dated April 18, 2006, is made and executed between TIM A PETERS, whose address is 2428 CHANDABROOK DRIVE, PELHAM, AL 35124-1224 and SANDRA PETERS, whose address is 2428 CHANDABROOK DRIVE, PELHAM, AL 35124-1224; 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 November 15, 2005 (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

Recorded 01-03-2006 in Instrument 20060103, 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 2428 CHANDABROOK DR, PELHAM, AL 35124.

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

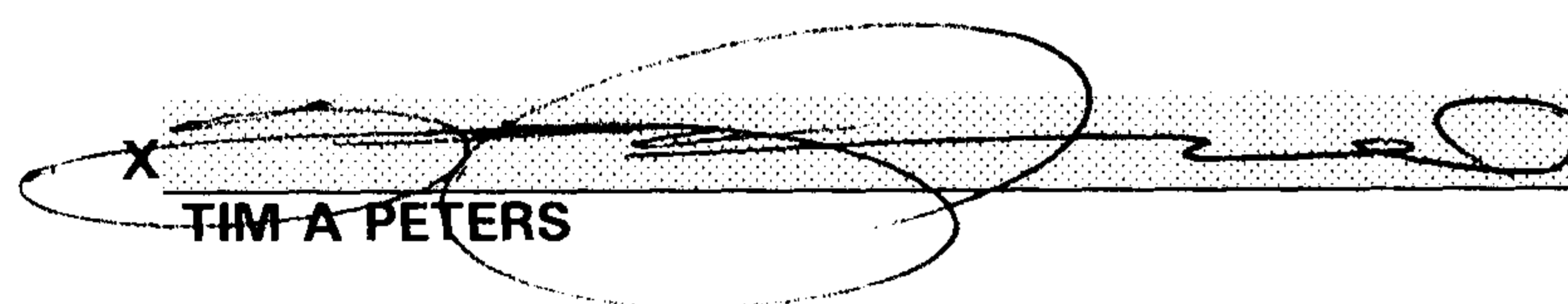
Note in the Principal Amount of \$20,000.00, representing new money of \$5,000.00. due 05/2/2016

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 APRIL 18, 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:

X  (Seal)
TIM A PETERS

X  (Seal)
SANDRA PETERS

LENDER:

REGIONS BANK

X  (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

Name: JULIE H JACOVIDES
Address: 2964 PELHAM PARKWAY
City, State, ZIP: PELHAM, AL 35124

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Alabama

)
) SS
)

KATIE LETT, NOTARY PUBLIC
ALABAMA STATE AT LARGE
MY COMMISSION EXPIRES APRIL 3, 2010

COUNTY OF Shelby

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **TIM A PETERS and SANDRA PETERS, 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 24th day of April, 2006.

Katie Lett
Notary Public

My commission expires April 3, 2010

LENDER ACKNOWLEDGMENT

STATE OF Alabama

)
) SS
)

KATIE LETT, NOTARY PUBLIC
ALABAMA STATE AT LARGE
MY COMMISSION EXPIRES APRIL 3, 2010

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 24th day of April, 2006.

Katie Lett
Notary Public

My commission expires April 3, 2010





20060504000210770 3/3 \$47.00
Shelby Cnty Judge of Probate, AL
05/04/2006 03:27:29PM FILED/CERT

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Order Legal Descriptions

Full Legal Description:

LOT 331, ACCORDING TO THE SURVEY OF CHANDALAR SOUTH, SIXTH SECTOR, AS RECORDED IN MAP BOOK 7, PAGE 49, IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA. SITUATED IN SHELBY COUNTY, ALABAMA. SUBJECT TO EXISTING EASEMENTS, RESTRICTIONS, SET-BACK LINES, RIGHTS OF WAY, LIMITATIONS IF ANY, OF RECORD. SUBJECT TO TAXES FOR 1986 AND SUBSEQUENT YEARS. BEING THE SAME PROPERTY CONVEYED TO TIM A. PETERS SANDRA PETERS JOINT TENANTS WITH THE RIGHTS OF SURVIVORSHIP BY DEED FROM ROBERT SMITH BARBARA V. SMITH HUSBAND AND WIFE RECORDED 12/30/1985 IN DEED BOOK 55 PAGE 115, IN THE PROBATE JUDGE'S OFFICE FOR SHELBY COUNTY, ALABAMA. TAX ID# 131012001003015

Brief Legal Description:

No brief legal description associated with this order.