20060515000227640 1/3 \$32.00 Shelby Cnty Judge of Probate, AL 05/15/2006 12:29:02PM FILED/CERT

WHEN RECORDED MAIL TO:

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Regions Loan Servicing Release P O Box 4897 Montgomery, AL 36103

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## REGIONS 63

BANK

"unpaid bake \$10,000.00"

MODIFICATION OF MORTGAGE



\*DOC48002900000290054551000000\*

THIS MODIFICATION OF MORTGAGE dated September 12, 2005, is made and executed between JESSICA LINN RUSH CARLISLE, whose address is 104 POPLAR LOOP, CALERA, AL 35040-5264 and LESLIE ALLEN CARLISLE, whose address is 104 POPLAR LOOP, CALERA, AL 35040-5264; 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 29, 2000 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

Recorded 09-12-2000 in Insrument Number 200031342, 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 104 POPLAR LOOP, CALERA, AL 35040-5264.

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

Note in the Principal amount of \$10,000.00, due 09-12-2010.

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 12, 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:** 

(Seal)

LESLIE ALLEN CARLISLE

(Seal)

LENDER:

**REGIONS BANK** 

Authorized Signer

(Seal)

This Modification of Mortgage prepared by:

Name: MELINDA S WALKER

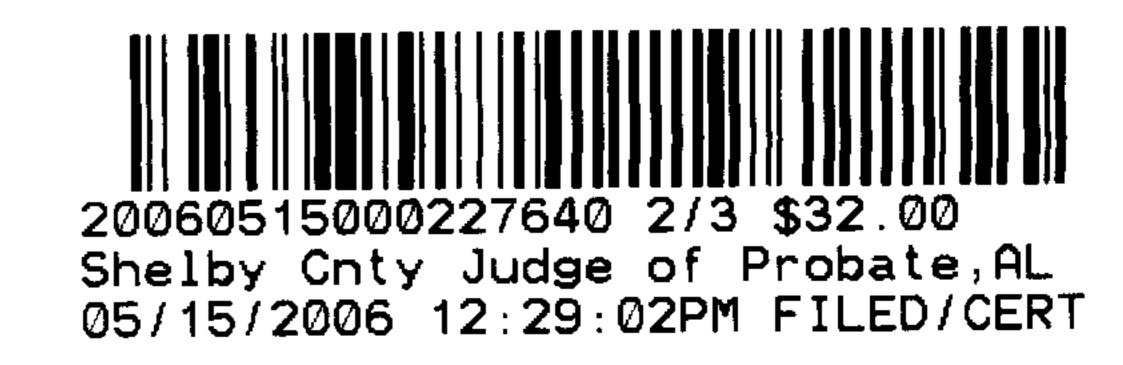
Address: P.O. BOX 946

City, State, ZIP: COLUMBIANA, AL 35051

## MODIFICATION OF MORTGAGE (Continued)

| INDIVIDUAL ACKNOWLEDGMENT   |  |  |
|---|--|--|
|   |  |  |
| STATE OF FILABAMA   | )                                      |  |
|   | ) SS                                   |  |
| COUNTY OF Shelby  | }                                      |  |
|   |  |  |
| ALLEN CARLISLE, HUSBAND AND WIFE, whose names are before me on this day that, being informed of the contents of date.           | signed to the family said Modification | te, hereby certify that JESSICA LINN RUSH CARLISLE and LESLIE foregoing instrument, and who are known to me, acknowledged on, they executed the same voluntarily on the day the same bears |
| Given under my hand and official seal this  | day of                                 | 2005.  |
| My commission expires we will also also also also also also also al   |  |  |
| LENDER ACKNOWLEDGMENT   |  |  |
| STATE OF allabana   | )                                      |  |
|   | ) SS                                   |  |
| COUNTY OF Shelly  | )                                      |  |
|   |  |  |
| I, the undersigned authority, a Notary Public in and for said cou   | unty in said state                     | te, hereby certify that Action and who is known to me,   |
| acknowledged before me on this day that, being informed of the full authority, executed the same voluntarily for and as the act | the contents of s                      | said Modification of Mortgage, he or she, as such officer and with   |
| Given under my hand and official seal this / 2 Y  | day of                                 | De 2# . 20 5.  |
|   |  | Diling for Cill  |
| My commission expires   |  |  |

LASER PRO Lending, Ver. 5.25.20.303 Copr. Harland Financial Solutions, Inc. 1997, 2005. All Rights Reserved. - AL R:\CFI\LPL\G201.FC TR-122739 PR-CL22



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## SCHEDULE "A"

A PARCEL OF LAND IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 7, AND THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 22 SOUTH, RANGE 1 WEST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 1/2" REBAR FOUND, WITH A CAP STAMPED "S. WHEELER, R.P.L.S 16165", FOR THE SOUTHEAST CORNER OF SECTION 7; THENCE NORTH 00 DEGREES 11 MINUTES 47 SECONDS EAST, ALONG THE EAST LINE OF SAID SECTION, A DISTANCE OF 159.99 FEET TO A POINT; THENCE NORTH 89 DEGREES 48 MINUTES 19 SECONDS WEST, A DISTANCE OF 180.75 FEET TO A POINT; THENCE SOUTH 00 DEGREES 09 MINUTES 30 SECONDS EAST, A DISTANCE OF 243.33 FEET, TO A POINT; THENCE NORTH 89 DEGREES 08 MINUTES 21 SECONDS EAST, A DISTANCE OF 180.73 FEET TO A POINT ON THE EAST LINE OF SECTION 18; THENCE NORTH 00 DEGREES 51 MINUTES 39 SECONDS WEST, A DISTANCE OF 80.01 FEET TO THE POINT OF BEGINNING.

GRANTORS HEREIN GRANT TO GRANTEES THE RIGHT TO USE TH REMAINDER OF GRANTOR'S PROPERTY AS ACCESS TO A PUBLIC ROAD UNTIL SUCH TIME AS A SPECIFIC EASEMENT CAN BE CREATED.

THIS DEED IS BEING RECORDED TO CORRECT LEGAL DESCRIPTION RECORDED IN INST. #1998-15479.

BEING THE SAME PROPERTY CONVEYED TO LESLIE CARLISLE JESSICA CARLISLE HUSBAND AND WIFE JOINT TENANTS WITH THE RIGHTS OF SURVIVORSHIP BY DEED FROM L. M. BUSH HELEN BUSH HUSBAND AND WIFE RECORDED 02/11/1999 IN DEED BOOK 1999 PAGE 06062, IN THE PROBATE JUDGE'S OFFICE FOR SHELBY COUNTY, ALABAMA.

TAX ID# 0