20060525000249200 1/3 \$392.00 Shelby Cnty Judge of Probate, AL 05/25/2006 12:39:07PM FILED/CERT

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THIS MODIFICATION OF MORTGAGE dated March 23, 2006, is made and executed between MARVIN K VICKERS III, whose address is 678 TALON TRACE, BIRMINGHAM, AL 35242-1902 and TRACEY B VICKERS, whose address is 678 TALON TRACE, BIRMINGHAM, AL 352421902; HUSBAND AND WIFE (referred to below as "Grantor") and REGIONS BANK, whose address is 1301 DOUG BAKER BLVD, HOOVER, AL 35242 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated February 2, 2003 (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

Recorded May 20, 2003, Instrument Number 20030520000313140, Shelby County, Alabama.

REAL PROPERTY DESCRIPTION. The Mortgage covers the following described real property located in Shelby County, State of Alabama:

See 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 678 TALON TRACE, BIRMINGHAM, AL 35242.

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

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 encorsers 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 23, 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 Mani K. Val ZZZ (Seal)
MARVIN K VICKERS III

(Macey B. (McGers) (Seal)
TRACEY B VICKERS

LENDER:

REGIONS BANK

Kirthorized Signer

(Seal)

This Modification of Mortgage prepared by:

Name: John Joseph Collier Address: 1301 DOUG BAKER BLVD City, State, ZIP: HOOVER, AL 35242 My commission expires

MODIFICATION OF MORTGAGE (Continued)

INDIVIDUAL ACKNOWLEDGMENT) SS **COUNTY OF** I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that MARVIN K VICKERS III and TRACEY B VICKERS, 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 MY COMMISSION EXPIRES AUGUST 15, 2000 My commission expires LENDER ACKNOWLEDGMENT SS **COUNTY OF** 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

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MY COMMISSION EXPIRES AUGUST 15, 2009

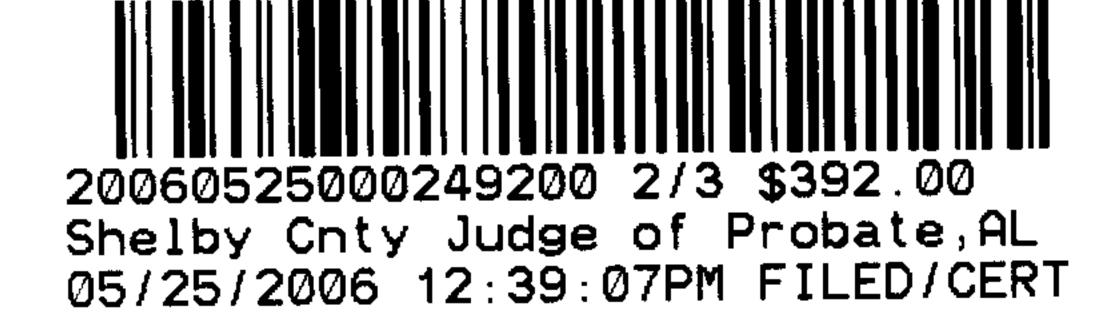


EXHIBIT "A"

Lot 20, according to the Final Plat of the Residential Subdivision of Eagle Trace-Phase I, as recorded in Map Book 29, page 142, in the Probate Office of Shelby County, Alabama.

SUBJECT TO: (1) Current taxes; (2) 25 foot building line, as shown by recorded map; (3) 15 foot buffer on rear, as shown by recorded Map; (4) Restrictions as shown by recorded Map; (5) Restrictions to be filed for record; (6) Right of Way to Shelby County, recorded in Deed Volume 278, page 889, in the Probate Office of Shelby County, Alabama; (7) Right of way to the State of Alabama for widening Highway 280, recorded in Probate Minutes 42, page 267, in the Probate Office of Shelby County, Alabama; (8) Right of Way to Shelby County, recorded in Volume 278, page 893, in the Probate Office of Shelby County, Alabama; (9) Right of Way granted to Alabama Power Company by instrument recorded in Volume 111, page 408; Volume 124, page 491; Volume 124, page 516 and Volume 146, page 408, in the Probate Office of Shelby County, Alabama; (10) Restrictions or Covenants and limitations recorded in Volume 206, page 448, in the Probate Office of Shelby County, Alabama.

VICKERS

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