20060531000258200 1/2 $1064.00
Shelby Cnty Judge of Probate,AL
05/31/2006 03:36:45PM FILED/CERT

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Regions Loan Servicing Release
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Montgomery, AL 36103

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REGIONS BANK SM

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MODIFICATION OF MORTGAGE

DOC48002900000290286700000000

THIS MODIFICATION OF MORTGAGE dated April 26, 2006, is made and executed between THOMAS G HARRELL, whose address is 311 CARNOUSTIE DR, BIRMINGHAM, AL 35242-5953 and EMILY S HARRELL, whose address is 311 CARNOUSTIE DR, BIRMINGHAM, AL 35242-5953; HUSBAND AND WIFE (referred to below as "Grantor") and REGIONS BANK, whose address is 200 INVERNESS CENTER DRIVE, BIRMINGHAM, AL 35242 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated October 30, 2003 (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

Recorded November 7, 2003 in Instrument #20031107000742480, Shelby County, Alabama.

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

Lot 121, according to the Survey of Shoal Creek in Map Book 6, Page 150 in the Probate Office of Shelby County, Alabama

The Real Property or its address is commonly known as 311 CARNOUSTIE DRIVE, BIRMINGHAM, AL 35242.

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

Modification is made to add new money and extend terms on $700,000.00. New money $200,000 Due 5/10/11

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 26, 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 Thomas G Harrell (Seal)
THOMAS G HARRELL

X Emily S Harrell (Seal)
EMILY S HARRELL

LENDER:

REGIONS BANK

X Trent Green (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

Name: Trent J Green
Address: 200 INVERNESS CENTER DRIVE
City, State, ZIP: BIRMINGHAM, AL 35242

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Alabama)
) SS
COUNTY OF Jefferson)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **THOMAS G HARRELL and EMILY S HARRELL, 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 26 **day of** April, 20 06.

Martha S. McBee
Notary Public

My commission expires 3/6/09

LENDER ACKNOWLEDGMENT

STATE OF Alabama)
) SS
COUNTY OF Jefferson)

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 26 **day of** April, 2006.

Martha S. McBee
Notary Public

My commission expires 3/6/09

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