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## REGIONS (S<sub>M</sub> BANK

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MODIFICATION OF MORTGAGE



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THIS MODIFICATION OF MORTGAGE dated February 14, 2006, is made and executed between JERRY LEONARD LAMB, whose address is 303 E STERRETT ST, COLUMBIANA, AL 35051-5338 and DEANNE VANSANT LAMB, whose address is 303 E STERRETT ST, COLUMBIANA, AL 35051-5338; 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 March 11, 1998 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

Recorded 03-27-1998 in Book 1998, Page 10812, Shelby County, Alabama.

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

See ATTACHED EXHIBIT, 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 303 EAST STERRETT ST, COLUMBIANA, AL 35051.

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

Note in the principal amount \$75,000.00, representing new money of \$15,000.00, due 02-14-2016.

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 FEBRUARY 14, 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)

Vanoant Kamb **DEANNE VANSANT LAMB** 

LENDER:

**REGIONS BANK** 

**Authorized Signer** 

(Seal)

This Modification of Mortgage prepared by:

Name: BILLY R JONES Address: P.O. BOX 946

City, State, ZIP: COLUMBIANA, AL 35051

7950

My commission expires

## MODIFICATION OF MORTGAGE (Continued)

Page 2 INDIVIDUAL ACKNOWLEDGMENT ) SS I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that JERRY LEONARD LAMB and DEANNE VANSANT LAMB, 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 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

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Notary Public

Commence at the monument marking the Northeast corner of the SE 1 of SW 1 of Section 24, Township 21 South, Range 1 West, as surveyed by Frank W. Wheeler; thence run South 89 degrees 00 minutes West along North line of said quarter-quarter section a distance of 1016.4 feet to the Northwest corner of Henry Moon lot, which is marked by an iron pin; thence turn an angle of 90 degrees to the left and run thence 528 feet to the point of beginning of the lot herein desceibed and conveyed; and which said point is marked by an iron pin; thence continue Southerly in the same direction 132 feet to a point marked by an iron pin; thence turn as angle of 90 degrees to the right and run thence Westerly 166.7 feet to the East boundary of a street; thence Northerly along East boundary of said Street to a point measured at right angle from the beginning point, which said point is marked by an iron pin; thence turn as angle of 90 degrees to the right and run thence Easterly 150 feet to the point of beginning. Situated in Shelby County, Alabama.

According to the survey of William J. Finley, Reg. No. 6009, dated March 6, 1987.

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Deanne Vansant Lamb and Pamela Deanne Lamb are one and the same person.

Lamb

20060616000287440 3/3 \$39.50 Shelby Cnty Judge of Probate, AL 06/16/2006 08:59:23AM FILED/CERT