20060616000287450 1/3 \$92.00 Shelby Cnty Judge of Probate, AL 06/16/2006 09:01:06AM FILED/CERT

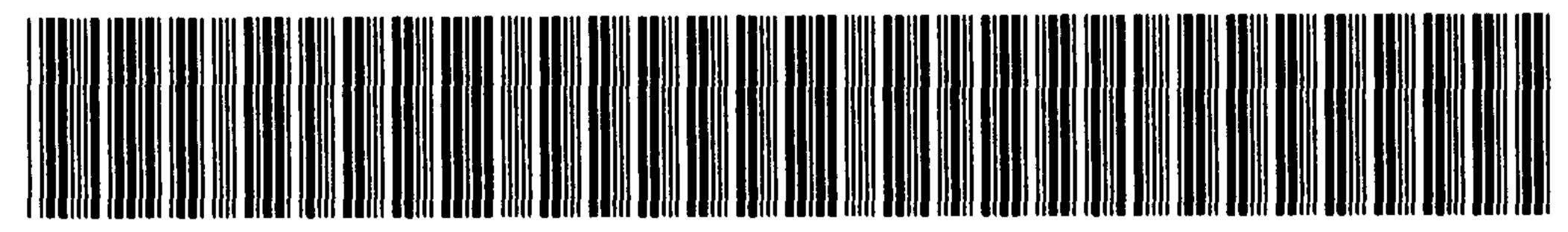
WHEN RECORDED MAIL TO:

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

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY



MODIFICATION OF MORTGAGE



DOC48000300000030241867000000

THIS MODIFICATION OF MORTGAGE dated February 13, 2006, is made and executed between CHARLES F BALDONE, whose address is 961 SPRING GARDEN ST, PELHAM, AL 35124-3852 and RITA JEAN BALDONE, whose address is 961 SPRING GARDEN ST, PELHAM, AL 35124-3852; HUSBAND AND WIFE (referred to below as "Grantor") and REGIONS BANK, whose address is 417 NORTH 20TH STREET, BIRMINGHAM, AL 35203 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated August 15, 2002 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

Recorded 08-27-2002 in Instrument number 20020827000409320, 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 961 SPRING GARDEN ST, PELHAM, AL 35124-3852.

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

Note in the Principal amount of 1\$00,000.00, representing new money of \$50,000.00.

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 13, 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.

CHARLES F BALDONE

(Seal)

X

RITA JEAN BALDONE

SITA JEAN BALDONE (Seal)

LENDER:

REGIONS BANK

Authorized Signer (Seal)

This Modification of Mortgage prepared by:

Name: DALE A SWANSON

Address: 417 NORTH 20TH STREET City, State, ZIP: BIRMINGHAM, AL 35203

9200

Page 2

MODIFICATION OF MORTGAGE (Continued)

INDIVIDUAL ACKNOWLEDGMENT		
STATE OF <u>Alabama</u>		
) SS	
COUNTY OF Sefferson		
BALDONE, HUSBAND AND WIFE, whose names are signed this day that, being informed of the contents of said Modifications	to the foregoing ins ation, they execute	state, hereby certify that CHARLES F BALDONE and RITA JEAN strument, and who are known to me, acknowledged before me on ed the same voluntarily on the day the same bears date.
Given under my hand and official seal this	day of	Stacio & Stophenson
WY COMMISSION EXPIRES SEPTEMBER 7.	. 2009	Notary Public
My commission expires		
IFNDE	RACKNOWL	FDGMENT
STATE OF Wabana		
) SS	
COUNTY OF		
I, the undersigned authority, a Notary Public in and for said c	corporation, is sig	e, hereby certify that gned to the foregoing Modification and who is known to me,
acknowledged before me on this day that, being informed of full authority, executed the same voluntarily for and as the action	t the contents of s	said Modification of Mortgage, whe of she, as such officer and with
Given under my hand and official seal this	day of	Brewa Jushinson
My commission expires $3-24-07$		

LASER PRO Lending, Ver. 5.27.00.005 Copr. Harland Financial Solutions, Inc. 1997, 2006. All Rights Reserved. - AL R:\CFI\LPL\G201.FC TR-206730 PR-CL05



Lot 26, according to the Survey of Sector 2, Spring Garden Estates, as recorded in Map Book 5, Page 12, in the probate office of Shelby County, Alabama.

Baldone

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