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## REGIONS & SM

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MODIFICATION OF MORTGAGE

MAY 2 3 2006

EAL ESTATE PERFECTION

\*DOC48000300000030240311000000\*

THIS MODIFICATION OF MORTGAGE dated April 4, 2006, is made and executed between DOUGLAS W GUIMARIN aka DOUGLAS WAYNE GUIMARIN, whose address is 5040 LONGLEAF LANE, BIRMINGHAM, AL 35242-3453 and CHERYL GUIMARIN aka CHERYL C GUIMARIN, whose address is 5040 LONGLEAF LN, BIRMINGHAM, AL 35242-3453; HUSBAND AND WIFE (referred to below as "Grantor") and REGIONS BANK, whose address is 529 MONTGOMERY HIGHWAY, VESTAVIA HILLS, AL 35216 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated May 7, 2001 (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

Recorded 05-15-2001 in book **学**, page **我**, Shelby County, AL. エnst # 2001-1973ス

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 5040 LONGLEAF LANE, BIRMINGHAM, AL 35242.

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

Note in the principal amount of \$15,000.00, representing new money of \$5,000.00.

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 APRIL 4, 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:** 

DOUGLAS W GUIMARIN aka DOUGLAS WAYNE

CHERYL GUIMARIN aka CHERYL C GUIMARIN

LENDER:

REGIONS BANK

Authorized Signer

GUIMARIN

This Modification of Mortgage prepared by:

Name: MARSHA J WOOD

Address: 529 MONTGOMERY HIGHWAY City, State, ZIP: VESTAVIA HILLS, AL 35216

## Page 2

CHRISTIE SIMS BLAKE

Loan No: 00300000030240311

My commission expires /2 - 17 - 2206

## MODIFICATION OF MORTGAGE (Continued)

INDIVIDUAL ACKNOWLEDGMENT 20060616000287540 2/3 \$24.50 Shelby Cnty Judge of Probate, AL 06/16/2006 09:17:33AM FILED/CERT STATE OF SS ( COUNTY OF JEHONO. I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that DOUGLAS W GUIMARIN aka DOUGLAS WAYNE GUIMARIN and CHERYL GUIMARIN aka CHERYL C GUIMARIN, 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 \_\_\_\_\_\_ 4/ h \_\_\_\_\_ day of \_\_\_\_\_\_\_ April CHRISTIE SIMS BLAKE My commission expires 12-17-2206 NOTARY PUBLIC STATE OF ALABAMA COMM. EXP. 12-17-2006 LENDER ACKNOWLEDGMEN ) SS COUNTY OF Jeffers 230 I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Marsha Tuest 430 Huck 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 \_\_\_\_\_ day of \_\_\_\_\_\_\_ **Notary Public** 

LASER PRO Lending, Ver. 5.30.00.004 Copr. Harland Financial Solutions, Inc. 1997, 2006. All Rights Reserved. All Ruckly Pluc 201 FC. To

Lot 47, according to the Amended Map of Hickory Ridge Subdivision, as recorded in Map Book 11, Page 79, in the Office of the Judge of Probate of Shelby County, Alabama

Guimarin

20060616000287540 3/3 \$24.50 Shelby Cnty Judge of Probate, AL 06/16/2006 09:17:33AM FILED/CERT