

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



i'un paid balance \$50,000,000

RECEIVED

MODIFICATION OF MORTGAGE

JUN 1 3 2006

REAL ESTATE PERFECTION



DOC48002900000290053940000000

THIS MODIFICATION OF MORTGAGE dated May 15, 2006, is made and executed between RICKY P RUSTON, whose address is 2255 MOONEY RD, COLUMBIANA, AL 35051-5817 and MARGARET M RUSTON, whose address is 2255 MOONEY RD, COLUMBIANA, AL 35051-5817; 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 August 29, 2003 (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

RECORDED 09/12/2003 INSTRUMENT NUM: 20030912000612890 IN SHELBY COUNTY, ALABAMA.

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 2255 MOONEY ROAD, COLUMBIANA, AL 35051.

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

NOTE IN THE PRINCIPAL AMOUNT OF \$50,000.00, REPRESENTING NEW MONEY OF \$25,000.00, DUE 05/15/2011.

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 MAY 15, 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 APCORDING TO LAW.

GRANTOR

X // COO

(Seal)

MARGARET M RUSTON

LENDER:

REGIONS BANK

Authorized Signer

(Seal)

This Modification of Mortgage prepared by:

Name: MELINDA S WALKER Address: P.O. BOX 946

City, State, ZIP: COLUMBIANA, AL 35051

Page 2

MODIFICATION OF MORTGAGE (Continued)

Loan No: 02900000290053940

	INDIVIDUAL ACKNOWLEDGMENT	
		20060627000308900 2/3 \$92.00 20060627000308900 Of Probate, AL_
STATE OF		20060627000308900 2/3 \$32. Shelby Cnty Judge of Probate, AL Shelby Cnty Judge of FILED/CERT 06/27/2006 03:24:43PM FILED/CERT
) SS	06/27/2006 03:24.45
COUNTY OF		
RUSTON, Husband and Wife, whose names	ic in and for said county in said state, hereby certify the are signed to the foregoing instrument, and who are know said Modification, they executed the same voluntarily on the same voluntarily of the same voluntarily on the same voluntarily of the same voluntarily on the same voluntarily of	wn to me, acknowledged before me on this
Given under my hand and official seal this	day of Delin	Notary Public S.
My commission expires		
	LENDER ACKNOWLEDGMENT	
	FEINDER ACKINOVVEDGIVIEIN I	
STATE OF)	
7711) SS	
COUNTY OF		
		2700
I, the undersigned authority, a Notary Public	in and for said county in said state, hereby certify that	Modification and who is known to me,
acknowledged before me on this day that, but full authority, executed the same voluntarily	being informed of the contents of said Modification of Mo	rtgage, he or she, as such officer and with
Given under my hand and official seal this	1516 Long July	, 20 <i>O</i> .
	Dacie	Notary Public SUCCE Notary Public
		rectury i dollo
My commission expires		

LASER PRO Lending, Ver. 5.30.00.004 Copr. Harland Financial Solutions, Inc. 1997, 2006. All Rights Reserved. - AL R:\CFI\LPL\G201.FC TR-261547 PR-CL23

20060627000308900 3/3 \$92.00 Shelby Cnty Judge of Probate, AL 06/27/2006 03:24:43PM FILED/CERT

EXHIBIT "A"

LEGAL DESCRIPTION ----

FROM THE SW CORNER OF THE NE 1/4 OF THE SW 1/4 OF SECTION 32, TOWNSHIP 21 SOUTH, RANGE 1 EAST, SHELBY COUNTY, ALABAMA; RUN EAST ALONG THE SOUTH LINE OF SAID FORTY A DISTANCE OF 145 PEET; THENCE RUN NORTH PARALLEL TO THE WEST LINE OF SAID FORTY A DISTANCE OF 265 FEET; THENCE RUN WEST PARALLEL TO THE SOUTH LINE OF SAID FORTY A DISTANCE OF 145 FEET; THENCE RUN SOUTH ALONG THE WEST LINE OF SAID FORTY A DISTANCE OF 265 FEET TO POINT OF BEGINNING. CONTAINING .9 ACRES, MORE OR LESS.

SUBJECT TO ALL EASEMENTS, RESTRICTIONS, RESERVATIONS, PROVISIONS, COVENANTS, BUILDING SET-BACK LINES AND RIGHTS OF WAY OF RECORD.

ADDRESS: 2255 MOONEY RD.; COLUMBIANA, AL 35051.

Ruston