

WHEN RECORDED MAIL TO:

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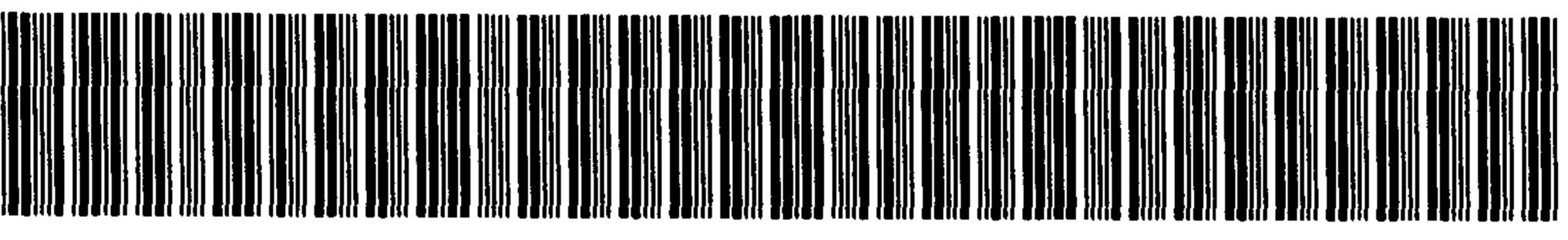
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REAL ESTATE PERFECTION





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THIS MODIFICATION OF MORTGAGE dated August 8, 2005, is made and executed between DAVID M WAYMIRE, whose address is 1409 ALEXANDER CT, ALABASTER, AL 35007-9137 and SUZANNE S WAYMIRE, whose address is 1409 ALEXANDER CT, ALABASTER, AL 35007-9137; HUSBAND AND WIFE (referred to below as "Grantor") and REGIONS BANK, whose address is 2660 10TH AVE SOUTH- SUITE 103, BIRMINGHAM, AL 35205 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated October 22, 1997 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

Real Estate Mortgage filed 10-29-1997 in Instrument 1997-35316.

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 1409 ALEXANDER CT, ALABASTER, AL 35007-9137.

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

Extend Maturity Date from 07-28-2005 to 08-08-2015; Change Rate from 7.7% to 6.25%.

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 AUGUST 8, 2005.

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:

XXXXXXXX

(Seal)

CITANINE CIMAVATION

(Seal)

LENDER:

REGIONS BANK

Authorized Signer

(Seal)

This Modification of Mortgage prepared by:

Name: DONNA F SHUBERT

Address: 2660 10TH AVE SOUTH- SUITE 103 City, State, ZIP: BIRMINGHAM, AL 35205

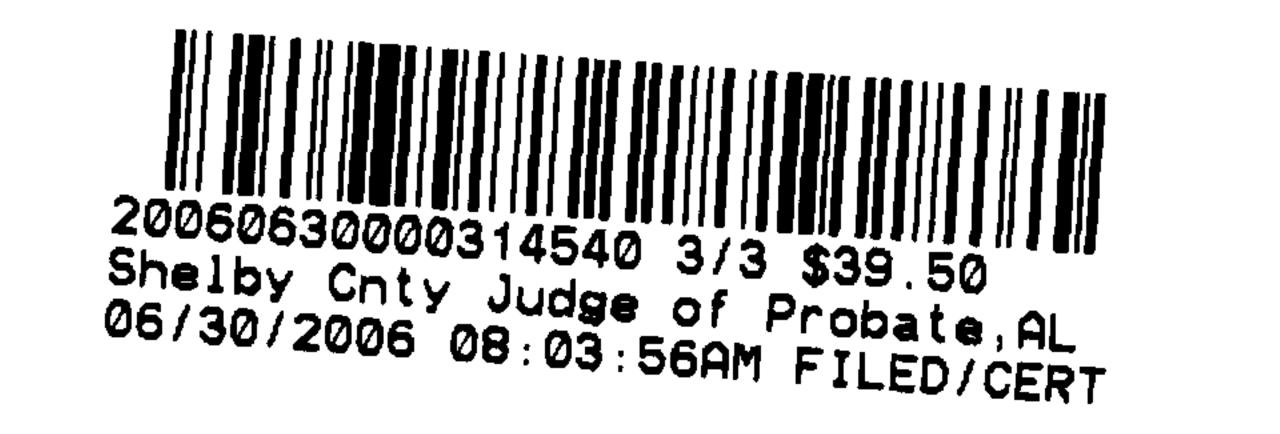
Loan No: 0030000039020364

MODIFICATION OF MORTGAGE (Continued)

Page 2

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| INDIVIDUAL ACKNOWLEDGMENT | |
| | |
| STATE OF | |
| Shelby Chty Judge of Drobata of | |
| COUNTY OF | |
| | |
| I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that DAVID M WAYMIRE and SUZA | NNE S |
| WAYMIRE, HUSBAND AND WIFE, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before on this day that, being informed of the contents of said Modification, they executed the same, voluntarily on the day the same bears date. | ore me |
| Given under my hand and afficial applicable $I(x+I)$ | |
| day of | ð |
| 104 Mela Kochola Jaca Notary Public | 1 |
| | |
| My commission expires | |
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| | |
| LENDER ACKNOWLEDGMENT | |
| | |
| STATE OF <u>llabama</u> | |
| | |
| COUNTY OF | |
| | |
| 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 the same and the sam | |
| 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 full authority, executed the same voluntarily for and as the act of said corporation. | d with |
| Given under my hand and official seal this $9900000000000000000000000000000000000$ | |
| 1/12 / A . O A . O | |
| - DALLAGALASA Notary Public / | |
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| | |
| My commission expires 3 24 0 / | |
| wiy commission expires <u>ATUI</u> | |

LASER PRO Lending, Ver. 5.25.20.303 Copr. Herland Financial Solutions, Inc. 1997, 2005. All Rights Reserved. - AL R:\CFI\LPL\G201.FC TR-100319 PR-CL05



Lot 1, according to the survey of Kingwood, as recorded in Map Book 6, Page 40, in the Office of the Judge of Probate of Shelby County, Alabama; being situated in Shelby County, Alabama.

Waymire