20060721000353250 1/3 \$137.00 Shelby Cnty Judge of Probate, AL 07/21/2006 10:50:35AM FILED/CERT

WHEN RECORDED MAIL TO:

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

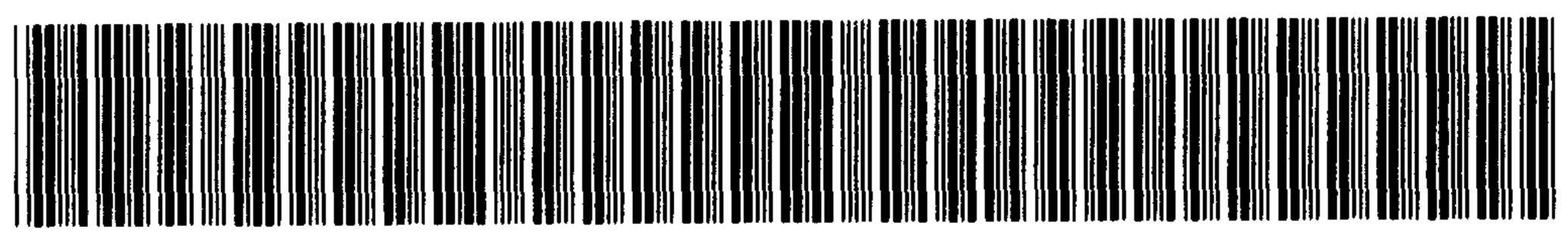
SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

RECEIVED
JUL 13 2006

REGIONS & SM BANK

REAL ESTATE PERFECTION

MODIFICATION OF MORTGAGE



DOC48000300000030261159000000

THIS MODIFICATION OF MORTGAGE dated September 2, 2005, is made and executed between CHARLES RICHARD BYRD JR, whose address is 1632 WINGFIELD DR, BIRMINGHAM, AL 35242-7812 and JANNA S BYRD, whose address is 1632 WINGFIELD DR, BIRMINGHAM, AL 35242-7812; HUSBAND AND WIFE (referred to below as "Grantor") and REGIONS BANK, whose address is 9249 HELENA ROAD, PELHAM, AL 35124 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated August 18, 2000 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

Recorded 09 08 2000 in Book 2149, Page 899, Shelby County, AL.

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

See EXHIBIT ATTACHED, 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 1632 WINGFIELD DRIVE, BIRMINGHAM, AL 35242.

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

Note in the principal amount of 80000.00, representing new money of \$ 5000.00, due 09-02-2010.

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 SEPTEMBER 2, 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:

CHARLES RICHARD BYRD JR

JANNAS BYRD (Sea

LENDER:

REGIONS BANK

Authorized Signer

(Seal)

This Modification of Mortgage prepared by:

Name: MICHEAL GOODSON Address: 9249 HELENA ROAD City, State, ZIP: PELHAM, AL 35124 Loan No: 00300000030261159

My commission expires

(Continued)

····		
	INDIVIDUAL ACKNOWLEDGMENT	
STATE OF Alabama		
STATE OF HULLINATION)	20060721000353250 2/3 \$137.00 Shelby Cnty Judge of Probate, AL
< 1) SS	07/21/2006 10:50:35AM FILED/CERT
country of Melby	·	
BYRD, HUSBAND AND WIFE, whose names a	n and for said county in said state, hereby certify that (are signed to the foregoing instrument, and who are knowled the same voluntarily on	own to me, acknowledged before me on this the day the same bears date.
Given under my hand and official seal this	day of Dentemb	<u>ren</u> , 2005.
		10 All San
		Notary Public
IMY COMMISSION EXI	PIRES NOVEMBER 9, 2008	
My commission expires		
	LENDER ACKNOWLEDGMENT	
STATE OF COLOUR MA	<u> </u>	
$\int \int $) SS	
COUNTY OF MONEGONNER	1	
I, the undersigned authority, a Notary Public in	n 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, be	ing informed of the contents of said Modification of Modificat	ortgage, he or she, as such officer and with
full authority, executed the same voluntarily for	or and as the act of said corporation	~~ }~~~
Given under my hand and official seal this	day of 210t.	$\underline{\hspace{1cm}} / 20 \underline{\hspace{1cm}} 2/$
		\mathcal{A}_{α}

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-118832 PR-CL23

Ramona Lisa Kemp My Commission Expires June 3, 2008

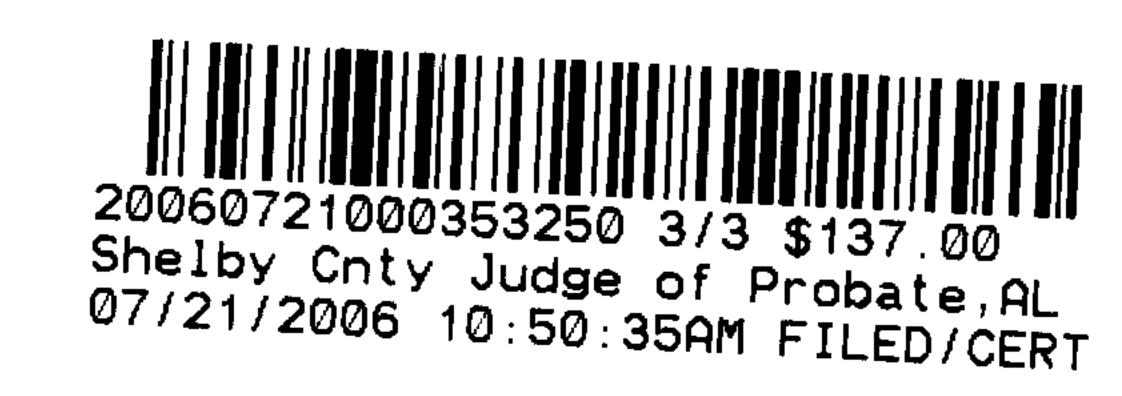


EXHIBIT A

Lot 908! according to the Survey of Brook Highland, 9th Sector, as recorded in Map Book 17. Page 63 A & B, in the Probate Office of Shelby County, Alabama.