20060731000367030 1/3 $272.00
Shelby Cnty Judge of Probate,AL
07/31/2006 01:56:58PM 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

PB $ 170,000.00

REGIONS BANK

MODIFICATION OF MORTGAGE

DOC48002900000290054762000000

THIS MODIFICATION OF MORTGAGE dated July 13, 2006, is made and executed between JOHN D MILLARD, whose address is 3612 CHIPPENHAM DR, BIRMINGHAM, AL 35242-5807 and MARTHA BUSTOS MILLARD, whose address is 3612 CHIPPENHAM DR, BIRMINGHAM, AL 352425807; Husband and Wife (referred to below as "Grantor") and REGIONS BANK, whose address is 1301 DOUG BAKER BLVD, HOOVER, AL 35242 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated February 9, 2006 (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

Recorded 03-02-2006 in Instrument 2006032000099570, 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 3612 CHIPPENHAM DR, BIRMINGHAM, AL 352425807.

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

Note in the principal amount of $170,000.00, representing new money of $70,000.00.

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 JULY 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.

GRANTOR:

X _____ (Seal)
JOHN D MILLARD

X _____ (Seal)
MARTHA BUSTOS MILLARD

LENDER:

REGIONS BANK

X _____ (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

Name: ANTHONY S PERSONS
Address: 1301 DOUG BAKER BLVD
City, State, ZIP: HOOVER, AL 35242

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Alabama)
) SS
COUNTY OF Shelby)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **JOHN D MILLARD and MARTHA BUSTOS MILLARD, 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 13th **day of** July, 20 06.

Candace W. Russell
Notary Public

MY COMMISSION EXPIRES DECEMBER 2, 2009

My commission expires _____

LENDER ACKNOWLEDGMENT

STATE OF Alabama)
) SS
COUNTY OF Shelby)

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 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 13th **day of** July, 20 06.

Candace W. Russell
Notary Public

MY COMMISSION EXPIRES DECEMBER 2, 2009

My commission expires _____

LASER PRO Lending, Ver. 5.31.00.004 Copr. Harland Financial Solutions, Inc. 1997, 2006. All Rights Reserved. - AL R:\CFI\LPL\G201.FC TR-298790 PR-CL23

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20060731000367030 3/3 $272.00
Shelby Cnty Judge of Probate,AL
07/31/2006 01:56:58PM FILED/CERT

Order Legal Descriptions

Full Legal Description:
LOT 296, ACCORDING TO THE SURVEY OF BROOK HIGHLAND, AN EDDLEMAN COMMUNITY, 7TH SECTOR, AS RECORDED IN MAP BOOK 13, PAGE 99 A & B, IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA. BEING THE SAME PROPERTY CONVEYED TO JOHN MILLARD SUSAN MILLARD HUSBAND AND WIFE JOINT TENANTS WITH THE RIGHTS OF SURVIVORSHIP BY DEED FROM ROGER D. CARR UNDINE M. CARR HUSBAND AND WIFE RECORDED 05/05/1999 IN DEED BOOK 1999 PAGE 18724, IN THE PROBATE JUDGE'S OFFICE FOR SHELBY COUNTY, ALABAMA. TAX ID# 039290002050000
Brief Legal Description:
No brief legal description associated with this order.