20060824000415700 1/4 \$320.00 Shelby Cnty Judge of Probate, AL 08/24/2006 01:07:23PM 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

REGIONS & SM BANK

RECEIVED

AUG 1 4 2008

REAL ESTATE PERFECTION

MODIFICATION OF MORTGAGE



DOC48000300000030262180000000

THIS MODIFICATION OF MORTGAGE dated July 31, 2006, is made and executed between JOHN G BARNETT, whose address is 5601 CANONGATE LN, BIRMINGHAM, AL 35242-6431 and UNA RAY BARNETTS, whose address is 5601 CANONGATE LN, BIRMINGHAM, AL 35242-6431; 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 September 10, 1996 (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

Recorded 9-18-1996, instrument number 199630727, Shelby County, AL.

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

See Attached Exhibit, 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 5601 CANONGATE LN, BIRMINGHAM, AL 352426431.

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

Note in the principal amount of \$200,000, no new money, due 10-12-2016.

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 31, 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:

JOHN G BARNETT (Seal)

UNA RAY RA

(Seal)

LEMDER:

REGIONS BANK

Authorized Signer Odnie Odnie (Sea

This Modification of Mortgage prepared by:

Name: Bibiana Gomez

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

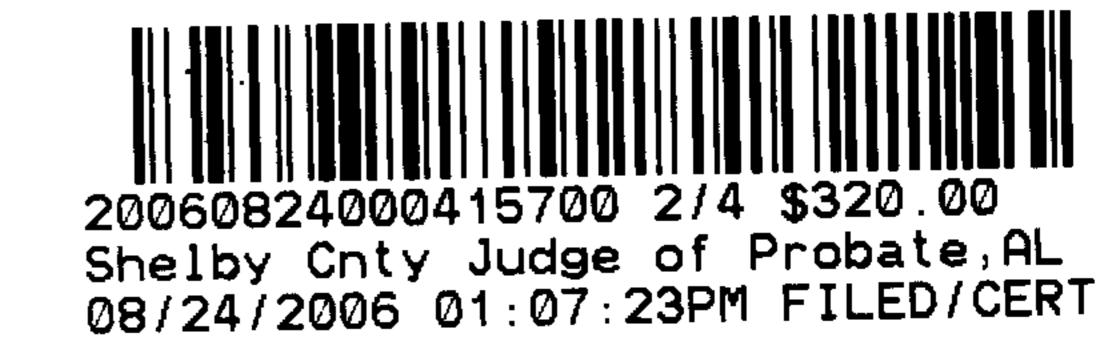
My commission expires

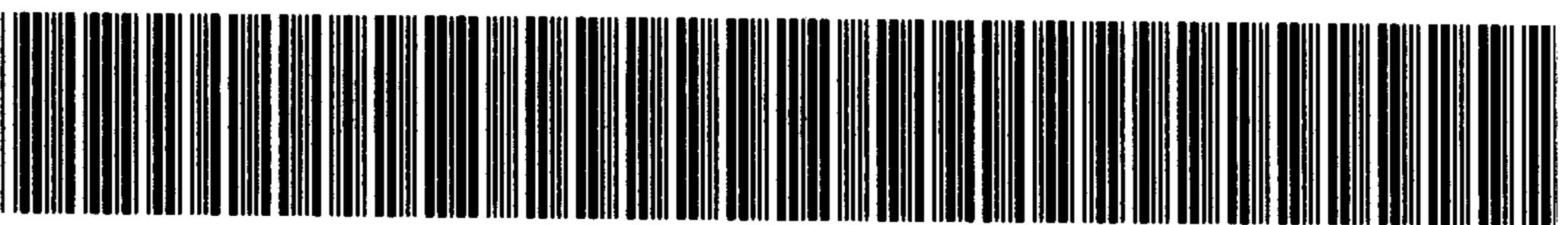
MODIFICATION OF MORTGAGE (Continued)

INDIVIDUAL ACKNOWLEDGMENT STATE OF Habama
COUNTY OF Shelby I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that JOHN G BARNETT and UNA RAY BARNETTS, 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 day of MY COMMISSION EXPIRES DECEMBER 2, 2009 My commission expires LENDER ACKNOWLEDGMENT STATE OF) SS 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 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

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MY COMMISSION EXPIRES DECEMBER 2 2009





DOC66200300000030262180000000

EXHIBIT "A"

This EXHIBIT "A" is attached to and by this reference is made a part of the Modification of Mortgage, dated July 31, 2006, and executed in connection with a loan or other financial accommodations between REGIONS BANK and JOHN G BARNETT and UNA RAY BARNETTS.

REMINDER TO LENDER TO ADD LEGAL DESCRIPTION...

THIS EXHIBIT "A" IS EXECUTED ON JULY 31, 2006.

GRANTOR:

JOHN G BARNETT (Seal)

VILLE COLLECTION (Seal)
UNA RAY BARNETTS

LENDER:

REGIONS BANK

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Order Legal Descriptions

Full Legal Description:

LOT 21, ACCORDING TO THE AMENDED MAP OF GREYSTONE, FIRST SECTOR, PHASE VII, AS RECORDED IN MAP BOOK 17, PAGE 53, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA. BEING THE SAME PROPERTY CONVEYED TO JOHN G. BARNETT AND WIFE, UNA RAY BARNETT JOINT TENANTS WITH THE RIGHTS OF SURVIVORSHIP BY DEED FROM DANIEL OAK MOUNTAIN LIMITED PARTNERSHIP, AN ALABAMA LIMITED PARTNERSHIP RECORDED 02/21/1995 IN DEED BOOK 1995 PAGE 4505, IN THE PROBATE JUDGE'S OFFICE FOR SHELBY COUNTY, ALABAMA. TAX ID# 03-8-33-0-004-021.000

Brief Legal Description:

No brief legal description associated with this order.

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