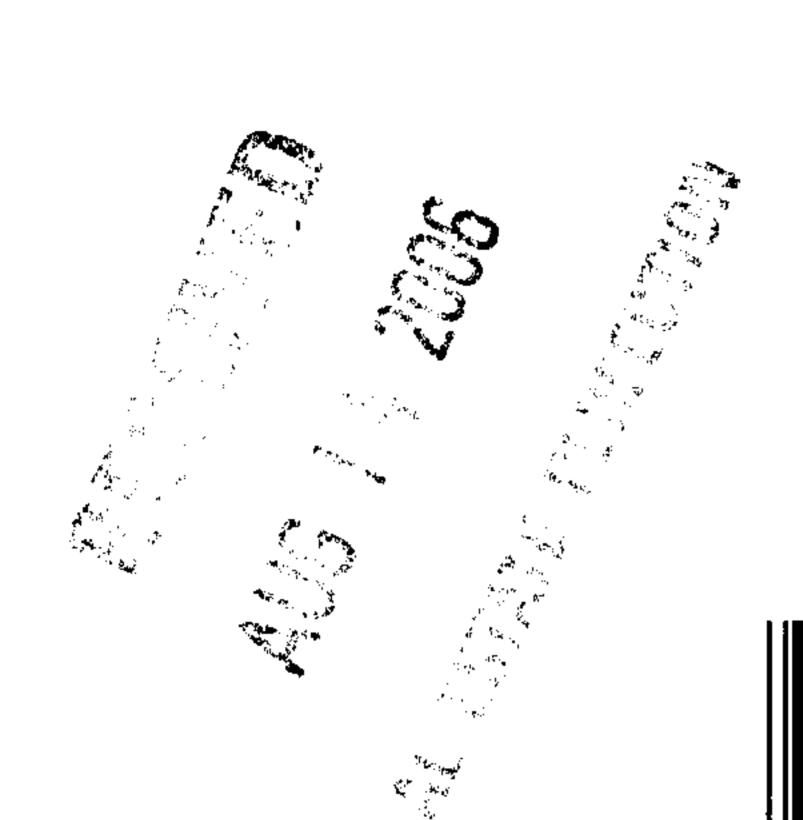
20060911000446720 1/4 \$185.00 Shelby Cnty Judge of Probate, AL 09/11/2006 09:24:44AM FILED/CERT

### 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

## MODIFICATION OF MORTGAGE



\*DOC48002900000290054884000000\*

THIS MODIFICATION OF MORTGAGE dated July 24, 2006, is made and executed between DONALD M SULLIVAN, whose address is 3104 BROOKHILL DR, BIRMINGHAM, AL 35242-3702 and PATSY F SULLIVAN, whose address is 3104 BROOKHILL DR, BIRMINGHAM, AL 35242-3702; 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 April 24, 2006 (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

RECORDED ON 06/15/2006 IN BOOK #\_2006 PAGE # 2015 IN SHELBY COUNTY, AL. エバst. # 20060615000 285130

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 3104 BROOKHILL DR, BIRMINGHAM, AL 352423702.

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

A PRINCIPAL NOTE IN THE AMOUNT OF \$30,000, REPRESENTING NEW MONEY IN THE AMOUNT OF \$80,000, INCREASE LINE AMOUNT FROM \$30,000 TO \$110000, INCREASE MARGIN FROM 0 TO .87, INCREASE INTEREST RATE FROM 8.25 TO 9.12, AND INCREASE MATURITY DATE FROM 4/24/2011 TO 07/24/2011.

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 JULY 24, 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.

X (Seal)

DONALD M SULLIVAN

PATSY F SULLIVAN

LENDER:

**REGIONS BANK** 

Authorized Signer

(Seal)

This Modification of Mortgage prepared by:

Name: JEREMY BURNS

Address: 1301 DOUG BAKER BLVD City, State, ZIP: HOOVER, AL 35242

### Page 2

# MODIFICATION OF MORTGAGE (Continued)

INDIVIDUAL ACKNOWLEDGMENT		
Alah		
STATE OF MADUMA		
0/2/1	) SS	
COUNTY OF SME/by		
I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that DONALD M SULLIVAN and PATSY F SULLIVAN, 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		
My commission expires MY COMMISSION EXPIRES DECEMBER 2, 2009		
	LENDER ACKNOWLEDGMENT	
STATE OF Malana		20060911000446720 2/4 \$185.00 Shelby Cnty Judge of Probate,AL
	) SS	09/11/2006 09:24:44AM FILED/CERT
COUNTY OF Shelby	<b>)</b>	
I, the undersigned authority, a Notary Public in an	d for said county in said state, hereby certify that a corporation, is signed to the forego	oing Modification and who is known to me,
acknowledged before me on this day that, being	nformed of the contents of said Modification of	Mortgage, he or she, as such officer and with
full authority, executed the same voluntarily for an	D 7 day of Allust	20/26
Given under my hand and official seal this	andicinalis	11. Motary Public
My commission expires MY COMMISSION EXPIRES DECEMBER 2, 2009		
iviy commission expires in commission the thing becomes a full		

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\*DOC66202900000290054884000000\*

### EXHIBIT "A"

This EXHIBIT "A" is attached to and by this reference is made a part of the Modification of Mortgage, dated July 24, 2006, and executed in connection with a loan or other financial accommodations between REGIONS BANK and DONALD M SULLIVAN and PATSY F SULLIVAN.

### REMINDER TO LENDER TO ADD LEGAL DESCRIPTION..

THIS EXHIBIT "A" IS EXECUTED ON JULY 24, 2006.

CRANTOR:

X DONALD M SULLIVAN

(Seal)

PATSY F SULLIVAN

LENDER:

Authorized Signer

REGIONS BANK (Seal)

•

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20060911000446720 4/4 \$185.00 Shelby Cnty Judge of Probate, AL 09/11/2006 09:24:44AM FILED/CERT

#### SCHEDULE "A"

LOT 45, ACCORDING TO THE SURVEY OF MEADON BROOK, 17TH SECTOR, AS RECORDED IN MAP BOOK 9, PAGE 158 A&B IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

SUBJECT TO RESTRICTIONS OF RECORD, CONDITIONS, RESERVATIONS AND EASEMENTS, ZONING ORDINANCES, IF ANY, AND GENERAL TAXES AND ASSESSMENTS NOT YET DUE AND PAYABLE.

BRING THE SAME PROPERTY CONVEYED TO DON M. SULLIVAN PATSY F. SULLIVAN BY DEED FROM LEONARD P. AUSTIN SUSAN M. BECKER HUSBAND AND WIFE RECORDED 05/12/2000 IN DEED BOOK 2000 PAGE 15370, IN THE PROBATE JUDGE'S OFFICE FOR SHELBY COUNTY, ALABAMA.

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TAX ID# 10-1-01-0-001-001-091

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