20061024000525500 1/4 \$128.00 Shelby Cnty Judge of Probate, AL 10/24/2006 03:16:31PM FILED/CERT

WHEN RECORDED MAIL TO:
Regions Loan Servicing Release
P'O Box 4897

Montgomery, AL 36103

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MODIFICATION OF MORTGAGE

RECEIVED

OCT 13 2006

REAL ESTATE PERFECTION



DOC48002900000290053829000000

THIS MODIFICATION OF MORTGAGE dated September 8, 2006, is made and executed between GARY N SWEETAPPLE, whose address is 265 FOREST PKWY, ALABASTER, AL 35007-2061 and JANICE L SWEETAPPLE, whose address is 265 FOREST PKWY, ALABASTER, AL 350072061; HUSBAND AND WIFE (referred to below as "Grantor") and REGIONS BANK, whose address is 2964 PELHAM PARKWAY, PELHAM, AL 35124 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated July 25, 2003 (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

Recorded 08-01-2003 in Instrument 20030801000498560, 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 265 FOREST PKWY, ALABASTER, AL 35007.

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

Note in the principal amount of \$72,000.00, representing new money of \$27,000.00.

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 SEPTEMBER 8, 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:

LENDER:

GARYN SWEETAPPLE

(Seal)

JANICE L SWEETAPPLE

REGIONS BANK

X Authorized Signer

(Seal)

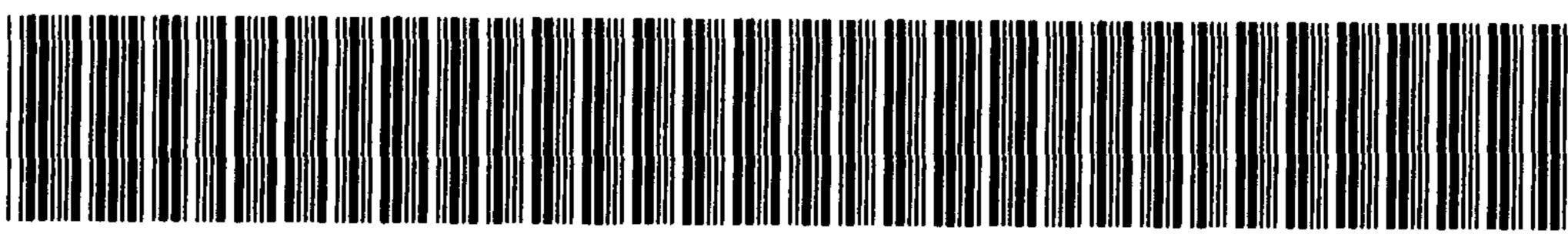
This Modification of Mortgage prepared by:

Name: JULIE H JACOVIDES Address: 2964 PELHAM PARKWAY City, State, ZIP: PELHAM, AL 35124

MODIFICATION OF MORTGAGE (Continued)

INDIVIDUAL ACKNOWLEDGMENT STATE OF Alabama 20061024000525500 2/4 \$128.00 Shelby Cnty Judge of Probate, AL 10/24/2006 03:16:31PM FILED/CERT) SS COUNTY OF Shell I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that GARY N SWEETAPPLE and JANICE L SWEETAPPLE, 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 JUNE 29, 2010 My commission expires LENDER ACKNOWLEDGMENT 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 **Notary Public** My commission expires MY COMMISSION EXPIRES JUNE 29, 2010

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EXHIBIT "A"

This EXHIBIT "A" is attached to and by this reference is made a part of the Modification of Mortgage, dated September 8, 2006, and executed in connection with a loan or other financial accommodations between REGIONS BANK and GARY N SWEETAPPLE.

REMINDER TO LENDER TO ADD LEGAL DESCRIPTION..

THIS EXHIBIT "A" IS EXECUTED ON SEPTEMBER 8, 2006.

and the second of the second o

X JANICE L'SWEETAPPLE (S

LENDER:

GRANTOR;

REGIONS BANK

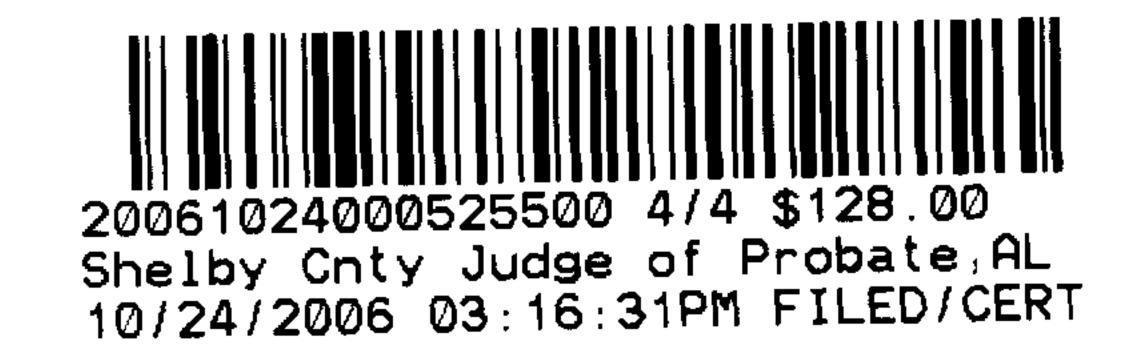
Authorized Signer

(Seal)

20061024000525500 3/4 \$128.00 Shelby Cnty Judge of Probate, AL 10/24/2006 03:16:31PM FILED/CERT

10/24/2000 03:10:3161

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Exhibit

LOT 92, ACCORDING TO THE SURVEY OF PARK PORRET, SECTOR 7, PHASE I, AS RECORDED IN MAP BOOK 19, PAGE 33 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALARMA. MINERAL AND MINING RIGHTS EXCEPTED. SUBJECT TO: AD VALOREN TAXES DUE OCTOBER 1, 1997 AND THEREOFTER. BUILDING LINE AND HASHMENTS AS SHOWN ON RECORD MAP. RESTRICTIONS, COVENANTS AND CONDITIONS RECORDED IN INST\$ 1995-13835 AND INST\$ 1995-13826. TRANSMISSION LINE PERMIT TO ALABAMA POWER COMPANY IN DHED 121, PAGE 191 AND DEED 154, PAGE 423. GRANT OF LAND EASIMENT IN INST\$ 1995-12810. TITLE TO ALL MINERALS WITHIN AND UNDERLYING THE PREMISES, TOGETHER WITH ALL MINING RIGHTS AND OTHER RIGHTS, PRIVILIPORS AN INSCRIPTING RELATING THERETO, INCLUDING RIGHTS SET OUT IN DEED 122, PAGE 333; DEED 325, PAGE 546 AND REAL 45, PAGE 210.

HEING THE EARE PROPERTY CONVEYED TO GARY M. SWESTAPPLE AND WIFE, JANICE L. SWESTAPPLE, JOINT TEMANTS WITH THE RIGHTS OF SURVIVORSHIP BY DEED FROM ROY MARTIN CONSTRUCTION, INC. RECORDED 04/03/1997, IN DEED BOOK 1997, PAGE 10307, IN THE PROBATE JUDGE'S OFFICE FOR SHELBY COUNTY, ALARAMA.

TAX ID# 238270000002061