20070108000010260 1/3 \$242.00 Shelby Cnty Judge of Probate, AL 01/08/2007 03:02:46PM FILED/CERT

WHEN RECORDED MAIL TO:

Regions Loan Servicing Release

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

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

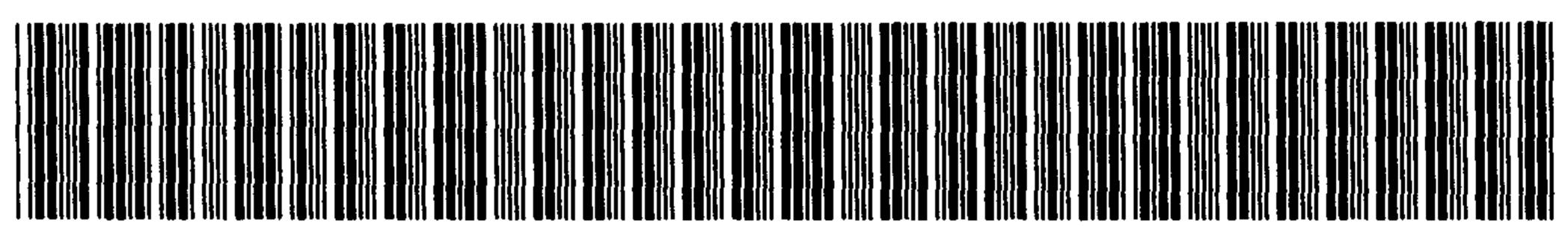


RECEIVED

DEC 2 1 2006

MODIFICATION OF MORTGAGE

REAL ESTATE PERFECTION



\*DOC48000300000030262483000000\*

THIS MODIFICATION OF MORTGAGE dated December 4, 2006, is made and executed between CLAUDIA MARIA ARGUEDAS, whose address is 413 RAMSAY ROAD, BIRMINGHAM, AL 35242-6045 and MIGUEL RICARDO ARGUEDAS, whose address is 413 RAMSAY ROAD, BIRMINGHAM, AL 35242-6045; Husband and Wife (referred to below as "Grantor") and REGIONS BANK, whose address is 941 20TH STREET SOUTH, BIRMINGHAM, AL 35205 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated March 19, 2003 (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

Recorded March 24, 2003 in Instrument # 20030324001, Shelby County, Alabama.

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

See 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 413 Ramsay Road, Birmingham, AL 352426045.

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

Modification is made to add new money and extend terms on \$150,000.00. New money in 15,000 due 12/18/10

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 fiable 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 DECEMBER 4, 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:

CLAUDIA MARIA ARGUEDAS

(Seal)

MIGUEL RICARDO ARGUEDAS

(Seal)

REGIONS BANK

Ancul.

Authorized Signer

(Seal)

This Modification of Mortgage prepared by:

Name: Roper Stacy L

Address: 941 20TH STREET SOUTH City, State, ZIP: BIRMINGHAM, AL 35205

## MODIFICATION OF MORTGAGE (Continued)

INDIVIDUAL ACKNOWLEDGMENT

STATE OF WWW.	)
	) (
COUNTY OF JOHLONSON	}

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that CLAUDIA MARIA ARGUEDAS and MIGUEL RICARDO ARGUEDAS. 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.

date.

Given under my hand and official seal this \_\_\_\_\_\_ day of \_\_\_\_\_\_ December\_\_\_\_\_, 20\_\_\_\_\_\_\_.

Notary Public

Notary Public

My commission expires

My commission expires

LENDER ACKNOWLEDGMENT

STATE OF COUNTY OF COUNTY OF 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

PAY COMMISSION EXPIRES AUGUST 15, 2009

My commission expires

LASER PRO Lending, Ver. 5.33.00.104 Copr. Harland Financial Solutions, Inc. 1997, 2006. All Rights Reserved. - AL R:\CFI\LPL\G201.FC TR-379211 PR-CL05

20070108000010260 2/3 \$242.00 Shelby Cnty Judge of Probate, AL 01/08/2007 03:02:46PM FILED/CERT

