20070227000088530 1/3 $62.00
Shelby Cnty Judge of Probate, AL
02/27/2007 10:48:23AM 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 BANK

MODIFICATION OF MORTGAGE

RECEIVED
FEB 16 2007
REAL ESTATE PERFECTION

DOC48002900000290286781000000

"unpaid balance $30,000.00"

THIS MODIFICATION OF MORTGAGE dated February 8, 2007, is made and executed between WILLIAM T DUNAWAY, whose address is 210 HICKS ST, MONTEVALLO, AL 35115-4289 and SHELIA M DUNAWAY, whose address is 210 HICKS ST, MONTEVALLO, AL 35115-4289; Husband and Wife (referred to below as "Grantor") and REGIONS BANK, whose address is 910 N. MAIN STREET, MONTEVALLO, AL 35115 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated November 5, 2004 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

Recorded 12-28-2004 - Instrument Number 20041228000701260 - 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 210 HICKS ST, MONTEVALLO, AL 351154289.

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

Note in the Principal Amount of $ 30,000.00 Representing $ 15,000.00 New Money. Current Margin: Plus .900 - New Margin: Plus 2.00. Current Maturity 11-20-2014 - New Maturity 02-23-2027.

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 FEBRUARY 8, 2007.

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)
WILLIAM T DUNAWAY

X _____ (Seal)
SHELIA M DUNAWAY

LENDER:

REGIONS BANK

X _____ (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

Name: KENNETH W JONES
Address: 910 N. MAIN STREET
City, State, ZIP: MONTEVALLO, AL 35115

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Shelby Cnty Judge of Probate, AL
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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 **WILLIAM T DUNAWAY and SHELIA M DUNAWAY, 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 8th **day of** February, 2007.

Debra D Payne
Notary Public

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 Ken Jones of Regions Bank 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 8th **day of** February, 2007

Debra D Payne
Notary Public

My commission expires _____

DEBRA D. PAYNE
NOTARY PUBLIC
STATE OF ALABAMA
COMM. EXP. 11-06-2007

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20070227000088530 3/3 $62.00
Shelby Cnty Judge of Probate, AL
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Full Legal Description:
LOTS 14, 15, AND 16, ACCORDING TO THE SURVEY OF FANCHER'S SUBDIVISION AS RECORDED IN MAP BOOK 4, PAGE 31 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA; BEING SITUATED IN SHELBY COUNTY, ALABAMA. SUBJECT TO: PROPERTY TAXES FOR 1993 AND SUBSEQUENT YEARS. TRANSMISSION LINE PERMIT(S) TO ALABAMA POWER COMPANY AS SHOWN BY INSTRUMENT (S) RECORDED IN DEED 199 PAGE 429 IN PROBATE OFFICE. MORTGAGE IN FAVOR OF MERCHANTS & PLANTERS BANK IN THE SUM OF $23,500.00. THE HEREIN DESCRIBED PROPERTY DOES NOT CONTITUTE THE HOMESTEAD OF GRANTORS HEREIN, NOR THAT OF THEIR SPOUSES, NEITHER IS IT CONTIGUOUS THERETO. GERALDINE HENSON IS ALSO KNOWN AS GERALDINE C. HENSON, ASD IS ONE AND THE SAME PERSON AS GERALDINE HENSON. BEING THE SAME PROPERTY CONVEYED TO WILLIAM T. DUNAWAY SHEILA M. DUNAWAY A/K/A SHEILA DUNAWAY HUSBAND AND WIFE BY DEED FROM GERALDINE HENSON MARRIED JENNY LOU JEFFERS MARRIED JOAN FREE MARRIED RECORDED 07/26/1993 IN DEED BOOK 1993 PAGE 21888, IN THE PROBATE JUDGE'S OFFICE FOR SHELBY COUNTY, ALABAMA. TAX ID# 362031003017000