20070228000091510 1/3 $68.75
Shelby Cnty Judge of Probate,AL
02/28/2007 03:44:10PM 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

DOC4800000031183370009200000

THIS MODIFICATION OF MORTGAGE dated February 5, 2007, is made and executed between DAVID ACTON BUILDING CORP.; A Corporation (referred to below as "Grantor") and REGIONS BANK, whose address is 105 VULCAN BUILDING, 4TH FLOOR, BIRMINGHAM, AL 35209 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated November 17, 2006 (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

Recorded 11/27/2006 in 20061127000574680, 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 1020 Idlewild Circle, BIRMINGHAM, AL 352424726.

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

Modification of Mortgage to increase loan amount to $468,000.00. New funds of $34,500.00.

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 FEBRUARY 5, 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:

DAVID ACTON BUILDING CORP.

By: _____ **(Seal)**
WILLIAM DAVID ACTON, President of DAVID ACTON BUILDING CORP.

LENDER:

REGIONS BANK

X _____ **(Seal)**
Authorized Signer

This Modification of Mortgage prepared by:

Name: CHARMERETTA JOHNSON
Address: 105 VULCAN BUILDING
City, State, ZIP: BIRMINGHAM, AL 35209

CORPORATE ACKNOWLEDGMENT

20070228000091510 2/3 $68.75
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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 DAVID ACTON, President of DAVID ACTON BUILDING CORP.**, 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 5th **day of** February, 20 07

Charmeretta M. Johnson
Notary Public

CHARMERETTA M. JOHNSON
NOTARY PUBLIC
STATE OF ALABAMA
COMM. EXP. 11-17-2009

My commission expires 11-17-09

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 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 5th **day of** February, 20 07.

Charmeretta M. Johnson
Notary Public

CHARMERETTA M. JOHNSON
NOTARY PUBLIC
STATE OF ALABAMA
COMM. EXP. 11-17-2009

My commission expires 11-17-09

LASER PRO Lending, Ver. 5.34.00.003 Copr. Harland Financial Solutions, Inc. 1997, 2007. All Rights Reserved. AL R:\CFI\LPL\G201.FC TR-410927 PR-BR01

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EXHIBIT A

Lot 92, according to the 1st Amendment to the Amended Map of The Village at Highland Lakes, Sector One, an Eddleman Community, as recorded in Map Book 37, Page 73 A-E, in the Office of the Judge of Probate of Shelby County, Alabama.

Together with nonexclusive easement to use the private roadways, Common Areas all as more particularly described in the Declaration of Easements and Master Protective Covenants for The Village at Highland Lakes, a Residential Subdivision, recorded as Instrument No. 20060421000186650 in the Probate Office of Shelby County, Alabama, and the Declaration of Covenants, Conditions and Restrictions for The Village at Highland Lakes, a Residential Subdivision, Sector One, recorded as Instrument No. 20060421000186670, in the Probate Office of Shelby County, Alabama (which, together with all amendments thereto, is hereinafter collectively referred to as, the "Declaration").

Countersigned
Novus Title, LLC

By Peggy L Roch