

20070502000202560 1/4 \$65.00
Shelby Cnty Judge of Probate, AL
05/02/2007 10:39:09AM 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



MODIFICATION OF MORTGAGE



DOC48002900000290286393000000

RECEIVED

APR 23 2007

REAL ESTATE PERFECTION

THIS MODIFICATION OF MORTGAGE dated April 11, 2007, is made and executed between PHILLIP J AVERY, whose address is 4343 MORNINGSIDE DR, HELENA, AL 35080-3413 and DEANA P AVERY, whose address is 4343 MORNINGSIDE DR, HELENA, AL 35080-3413; Husband and Wife (referred to below as "Grantor") and REGIONS BANK, whose address is 335 HELENA MARKETPLACE, HELENA, AL 35080 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated May 4, 2004 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

Recorded: 05-13-2004 - Instrument Number: 20040513000-252410 - 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 4343 MORNINGSIDE DR, HELENA, AL 350803413.

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

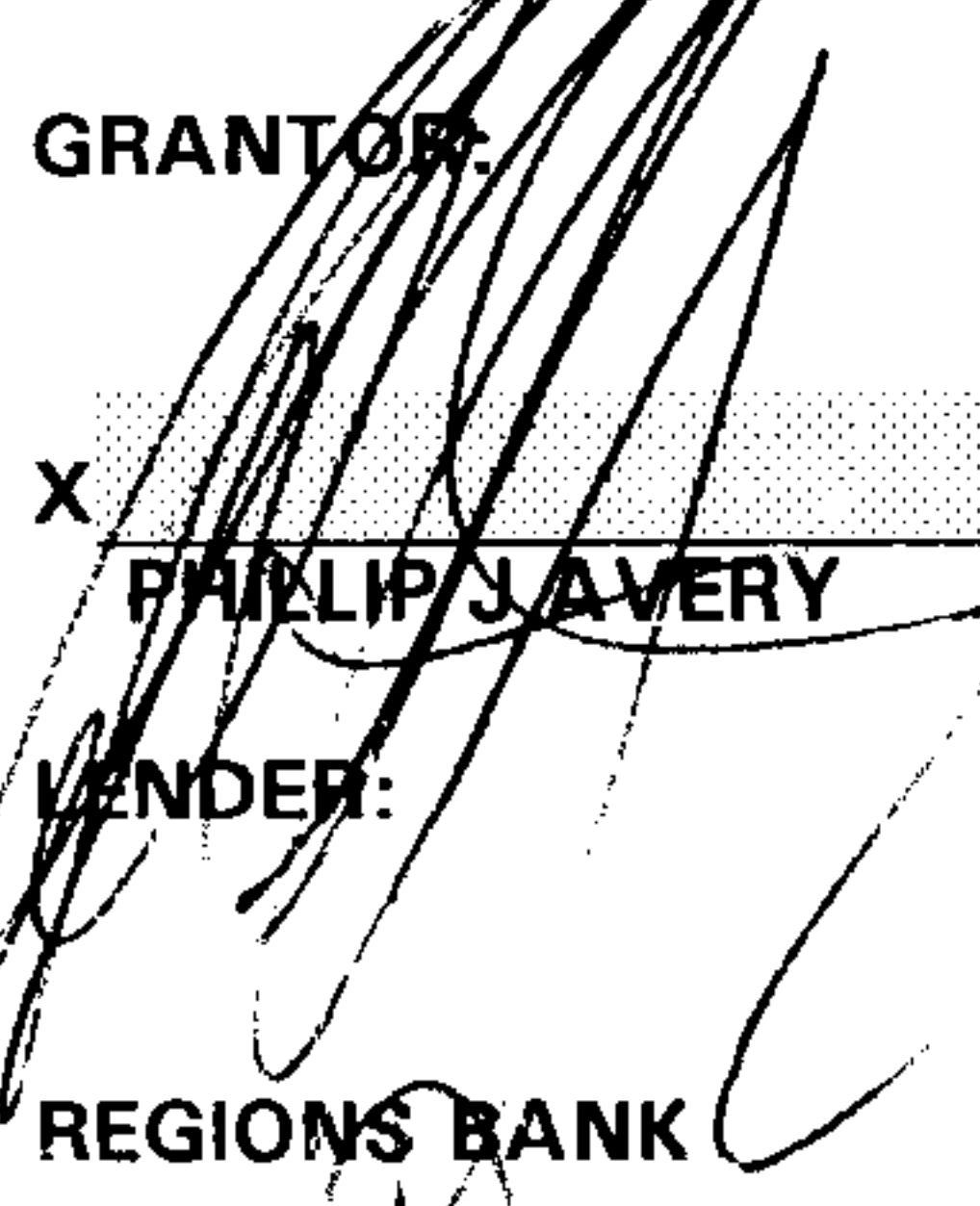
Note in the Principal Amount of \$ 30,000.00 - Representing \$ 20,000.00 New Money - Extending Maturity Date from 05-18-2014 to 04-26-2027 .

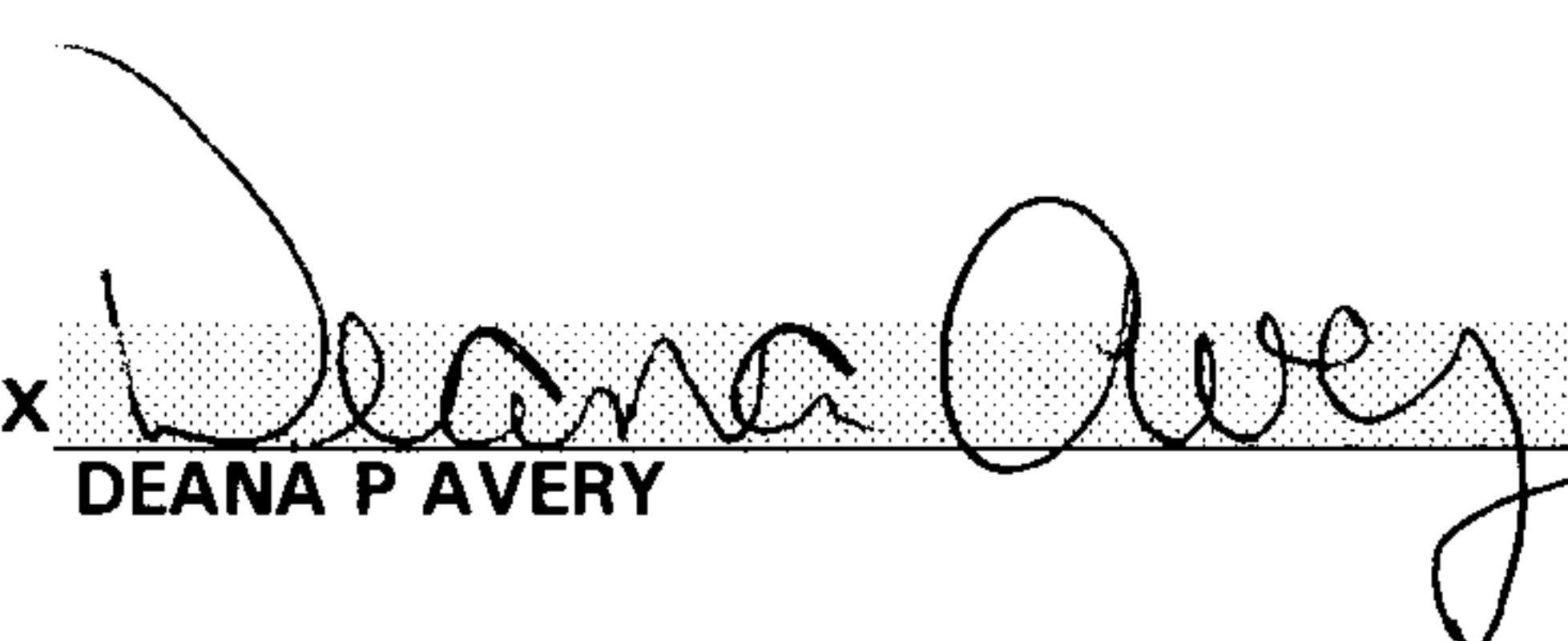
CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right 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 endorser 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 APRIL 11, 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.

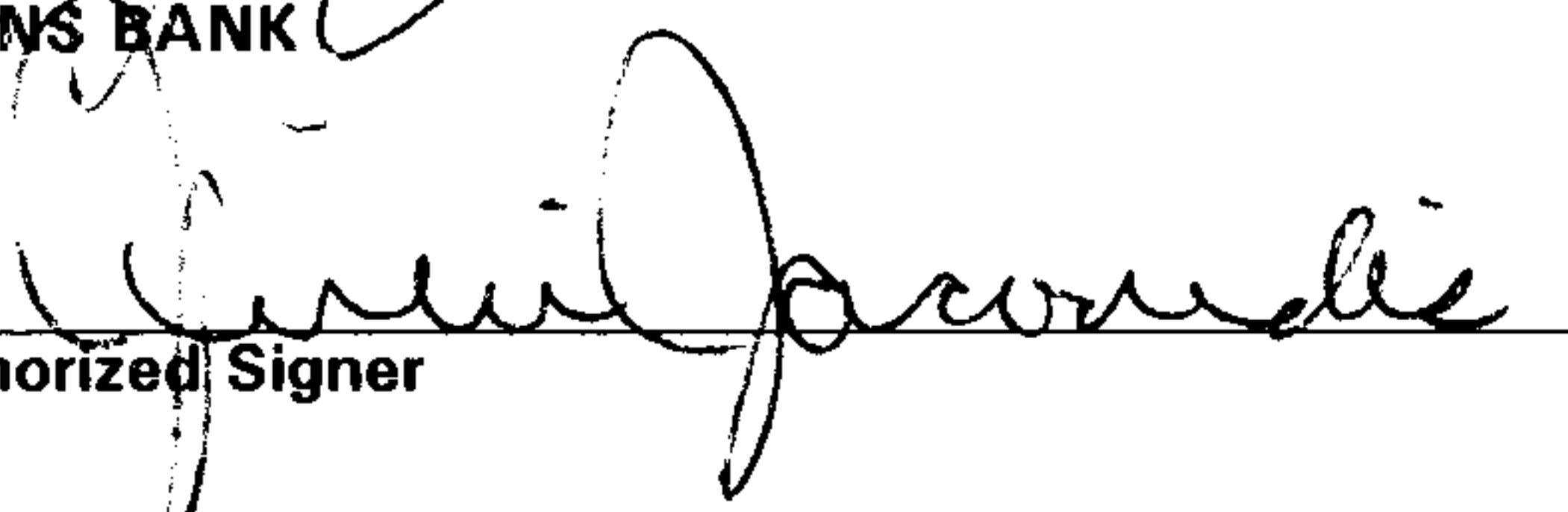
GRANTOR:

X  (Seal)
PHILLIP J AVERY

X  (Seal)
DEANA P AVERY

LENDER:

REGIONS BANK

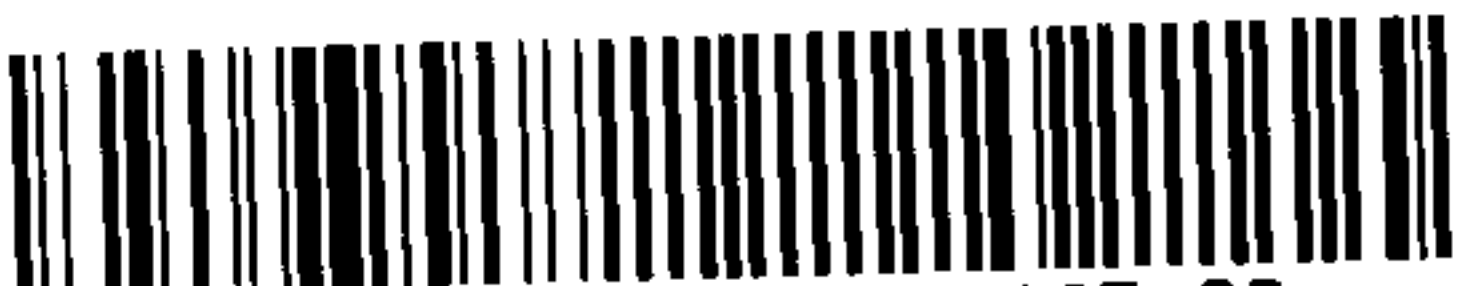
X  (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

Name: JULIE H JACOVIDES
Address: 335 HELENA MARKETPLACE
City, State, ZIP: HELENA, AL 35080

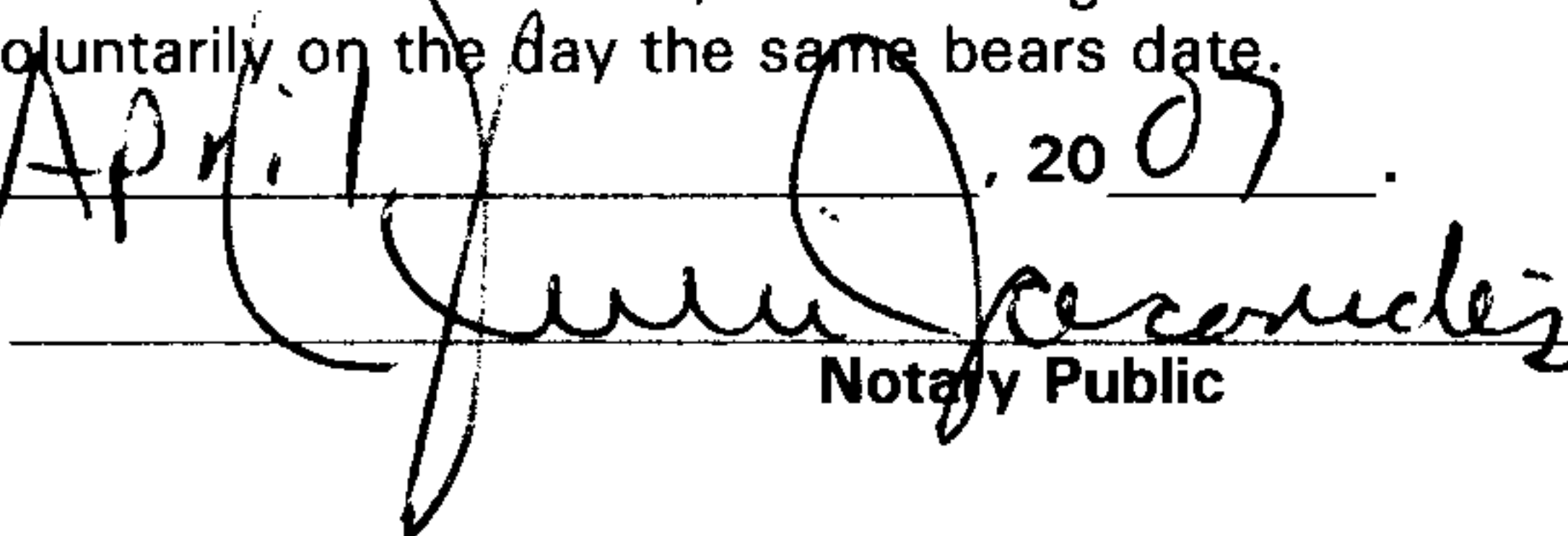
INDIVIDUAL ACKNOWLEDGMENT

STATE OF Alabama)
) SS
COUNTY OF Shelby)


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I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **PHILLIP J AVERY and DEANA P AVERY, 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 11th day of April, 2007.


Notary Public

MY COMMISSION EXPIRES JUNE 29, 2010

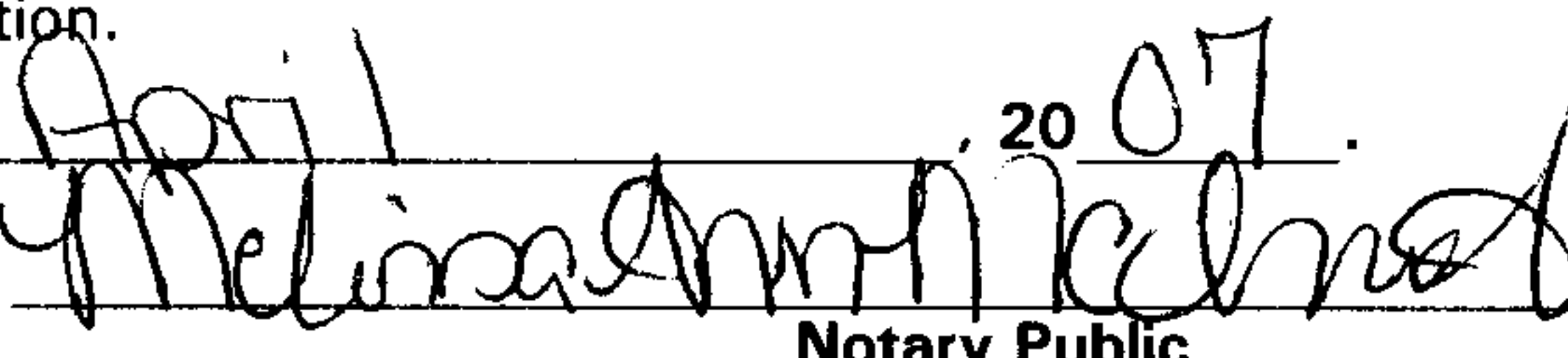
My commission expires _____

LENDER ACKNOWLEDGMENT

STATE OF Alabama)
) SS
COUNTY OF Shelby)

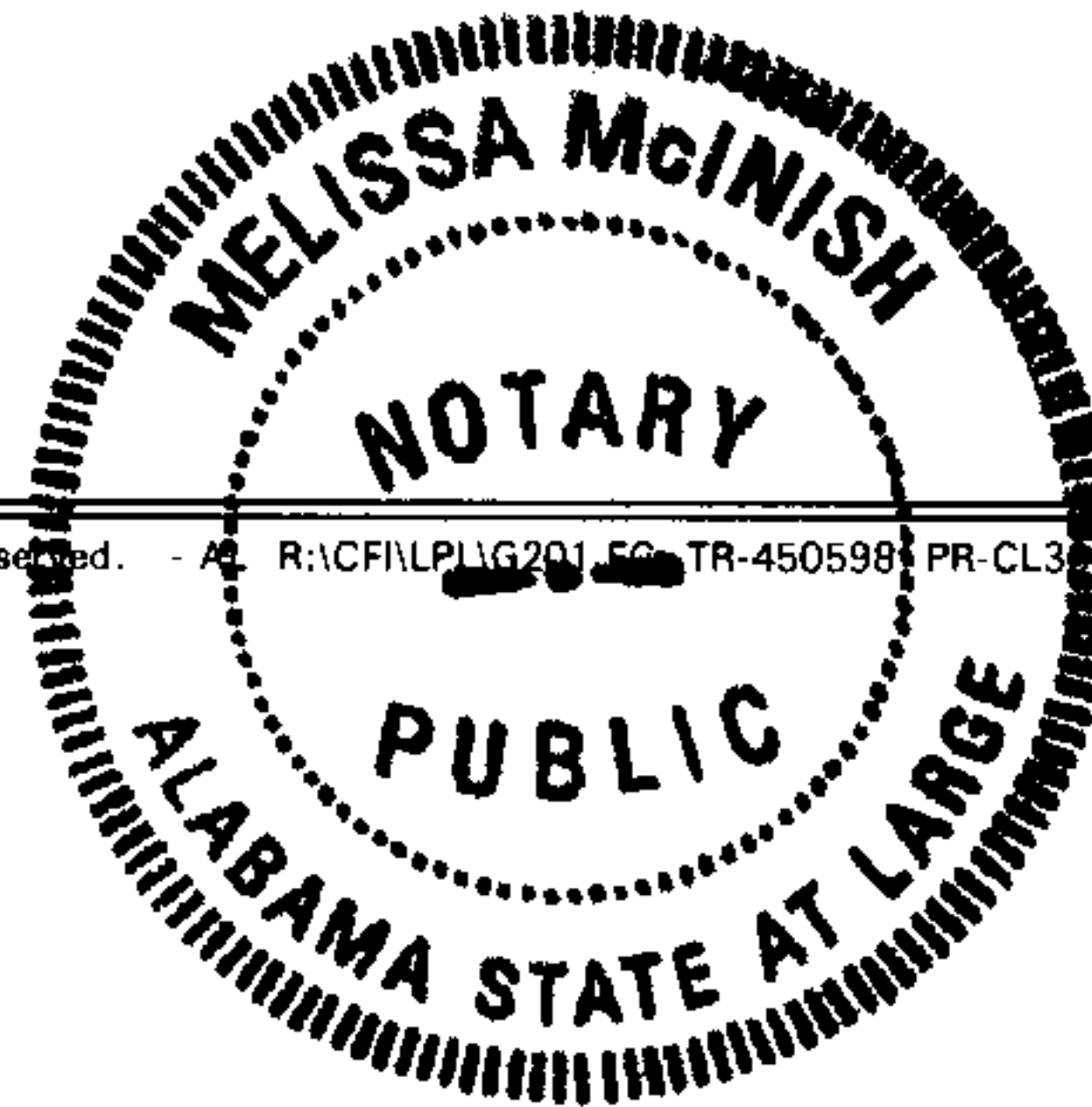
I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Regions Bank a corporation, is signed to the foregoing Modification and who is known to me, acknowledged before me on this day that, being informed of the contents of said Modification of Mortgage, he or she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

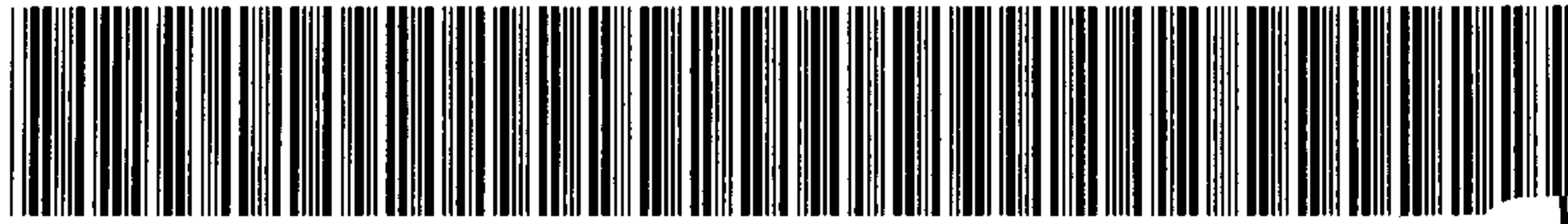
Given under my hand and official seal this 17 day of April, 2007.


Notary Public

MELISSA MCINISH, NOTARY PUBLIC
ALABAMA STATE AT LARGE
MY COMMISSION EXPIRES SEPTEMBER 11, 2010

My commission expires _____





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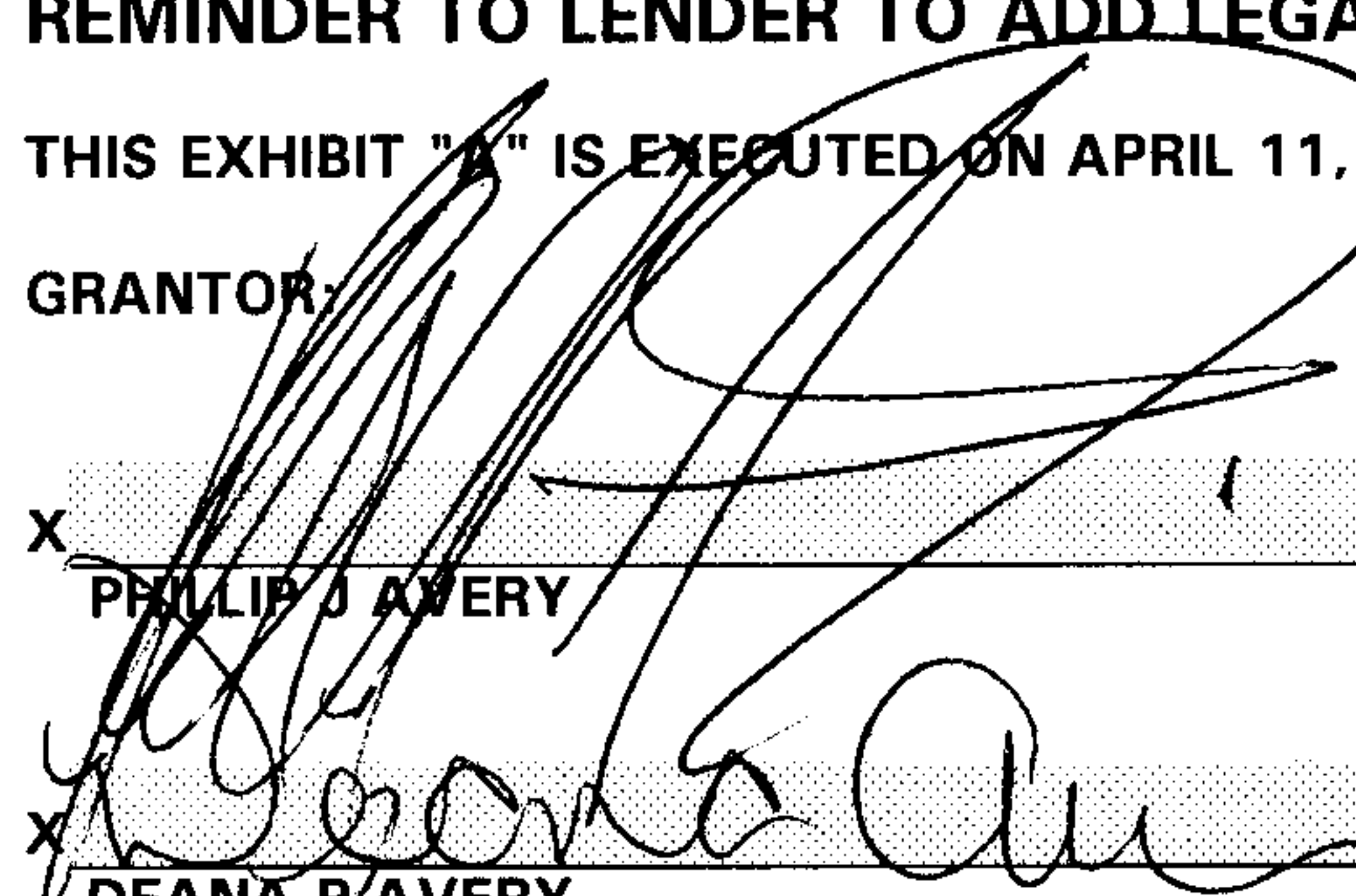
EXHIBIT "A"

This EXHIBIT "A" is attached to and by this reference is made a part of the Modification of Mortgage, dated April 11, 2007, and executed in connection with a loan or other financial accommodations between REGIONS BANK and PHILLIP J AVERY and DEANA P AVERY.

REMINDER TO LENDER TO ADD LEGAL DESCRIPTION..

THIS EXHIBIT "A" IS EXECUTED ON APRIL 11, 2007.

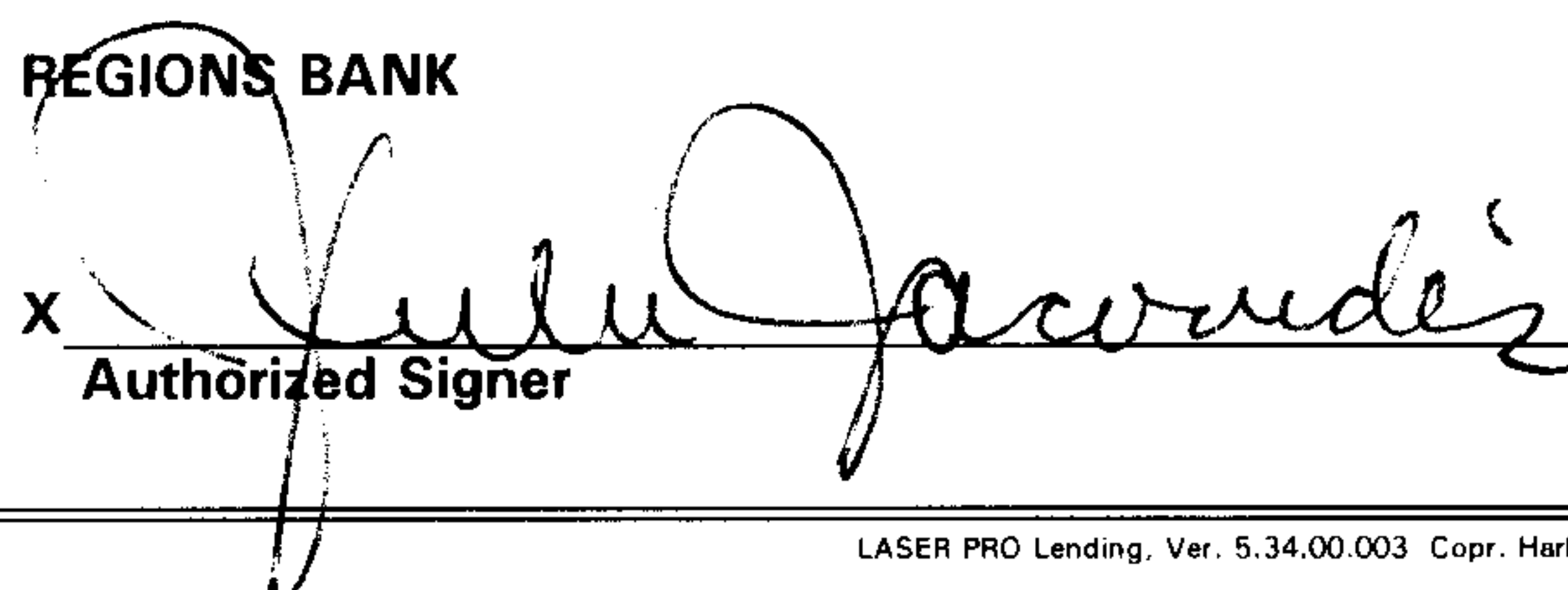
GRANTOR:

X  (Seal)
PHILLIP J AVERY

X  (Seal)
DEANA P AVERY

LENDER:

REGIONS BANK

X  (Seal)
Authorized Signer

Lot 17, Block 1, according to the Amended Map of Plantation South, First Sector, as recorded in MapBook 7,
Page 173, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.



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