

20070619000286890 1/4 \$50.00
Shelby Cnty Judge of Probate, AL
06/19/2007 11:46:32AM 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

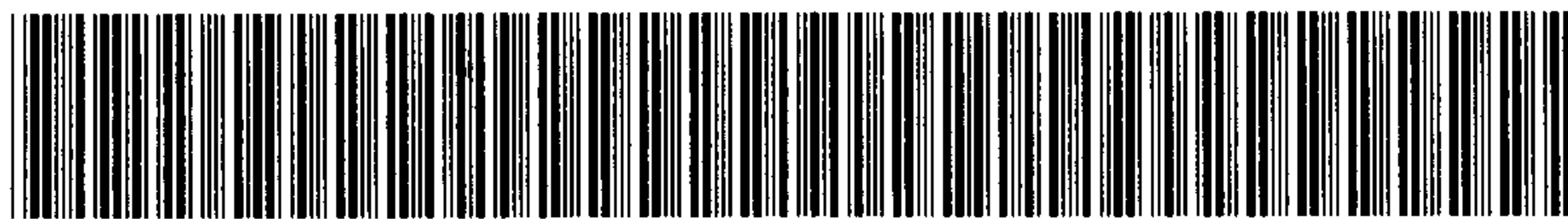


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JUN 06 2007

REAL ESTATE PERFECTION

MODIFICATION OF MORTGAGE



DOC48002900000290055217000000

THIS MODIFICATION OF MORTGAGE dated May 11, 2007, is made and executed between KIMBERLY DYKES, whose address is 145 HWY 400, SHELBY, AL 35143-5704 and SHANNON E DYKES, whose address is 145 HWY 400, SHELBY, AL 35143-5704; Husband and Wife (referred to below as "Grantor") and REGIONS BANK, whose address is P.O. BOX 946, 21325 HWY 25, COLUMBIANA, AL 35051 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated January 25, 2007 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

Filed: 02-15-2007 - Instrument Num: 20070215000071680 - 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 145 HWY 400, SHELBY, AL 351435704.

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

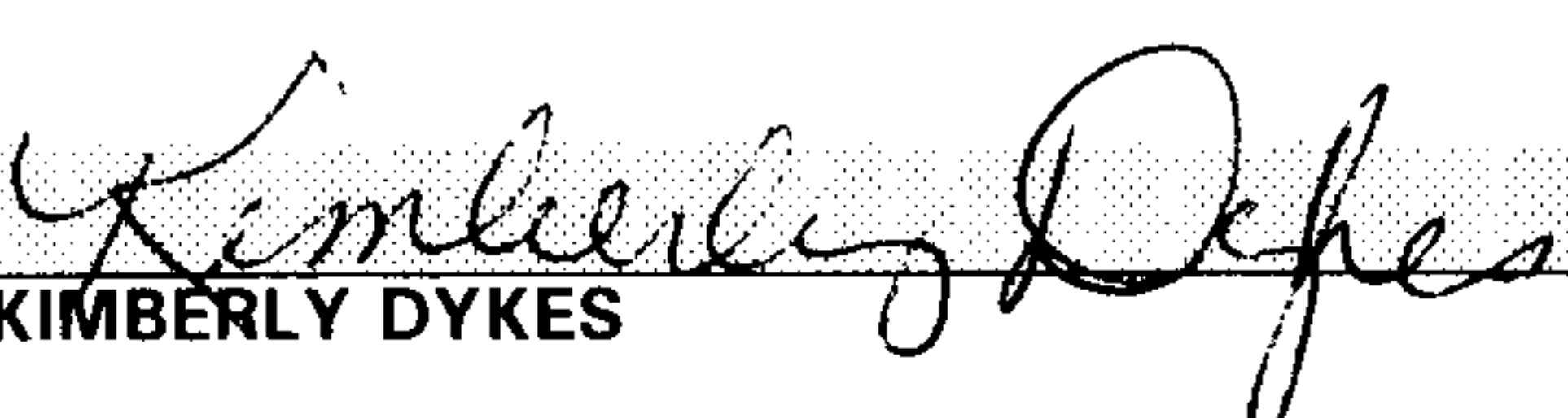
Note in the Principal Amount of \$ 20000.00 Representing \$ 5000.000 New Money - Current Maturity Date 02-09-2027 - New Maturity Date 05-26-2027 -Increase Margin from Plus 1.75 to Plus 2.0.

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 endorers 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 MAY 11, 2007.

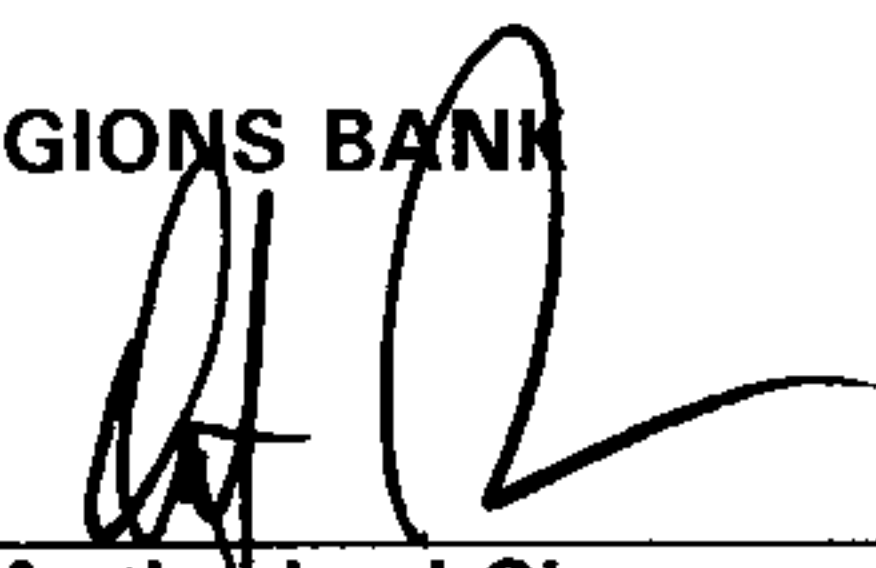
THIS MODIFICATION IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS MODIFICATION IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.

GRANTOR:

X  (Seal)
KIMBERLY DYKES

X  (Seal)
SHANNON E DYKES

LENDER:

REGIONS BANK
X  (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

Name: ANTHONY S PERSONS
Address: P.O. BOX 946
City, State, ZIP: COLUMBIANA, AL 35051

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Alabama

)

) SS

COUNTY OF Shelby

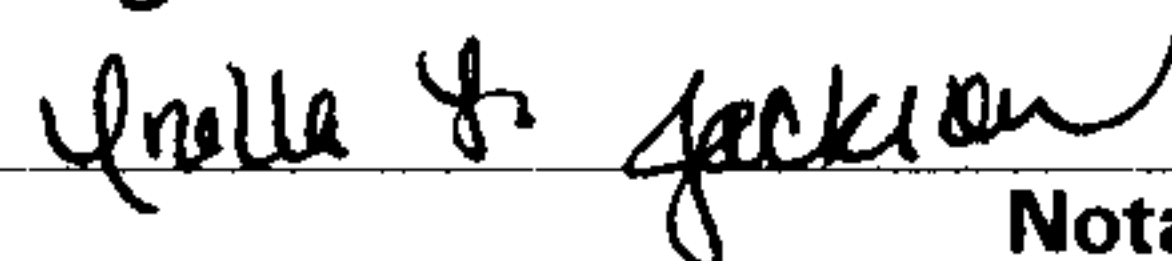
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I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **KIMBERLY DYKES and SHANNON E DYKES, Husband and Wife**, whose names are signed to the foregoing instrument, and who are known to me, acknowledged 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 18 day of May, 2007.

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Aug 8, 2010
NOTARY PUBLIC UNDERWRITERS



Notary Public

My commission expires _____

LENDER ACKNOWLEDGMENT

STATE OF Alabama

)

) SS

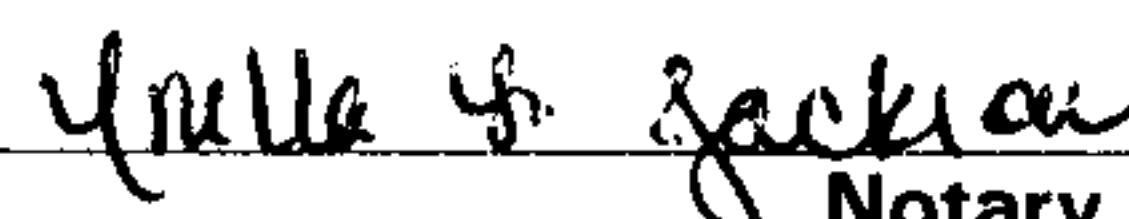
COUNTY OF Shelby

)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Anthony Bersons, an
Officer 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 11 day of May, 2007.

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Aug 8, 2010
NOTARY PUBLIC UNDERWRITERS



Notary Public

My commission expires _____



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20070619000286890 3/4 \$50.00
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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 May 11, 2007, and executed in connection with a loan or other financial accommodations between REGIONS BANK and KIMBERLY DYKES and SHANNON E DYKES.

REMINDER TO LENDER TO ADD LEGAL DESCRIPTION..

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

GRANTOR:

X *Kim Dykes* (Seal)
KIMBERLY DYKES

X *Shannon E Dykes* (Seal)
SHANNON E DYKES

LENDER:

REGIONS BANK

X *[Signature]* (Seal)
Authorized Signer

LASER PRO Lending, Ver. 5.35.00.004 Copr. Harland Financial Solutions, Inc. 1997-2007 All Rights Reserved

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07/19/2007 03:51:54PM FILED/CERT

SCHEDULE "A"

A PORTION OF THE SE 1/4 OF THE SW 1/4 OF SECTION 14 AND THE NE 1/4 OF THE NW 1/4 OF SECTION 25 TOWNSHIP 24 NORTH, RANGE 15 EAST, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE SW CORNER OF THE SE 1/4 OF THE SW 1/4 OF SECTION 14, TOWNSHIP 24 NORTH, RANGE 15 EAST AND RUN EASTERLY ALONG THE SOUTHERN SIDE OF SAID QUARTER-QUARTER SECTION FOR 1058.61 FEET TO A POINT ON THE NORTH SIDE OF THE RIGHT OF WAY, SHELBY COUNTY HIGHWAY NO. 400, RUN SOUTHEASTERLY ALONG SAID RIGHT OF WAY FOR 32.74 FEET TO AN IRON PIN, THE POINT OF BEGINNING, THEN TURN AN ANGLE OF 106 DEGREES 47 MINUTES 5 SECONDS TO THE LEFT AND RUN NORTHEASTERLY 356.33 FEET, THEN TURN AN ANGLE OF 73 DEGREES 12 MINUTES 55 SECONDS TO THE LEFT AND RUN NORTHWESTERLY 290.21 FEET, THEN TURN AN ANGLE OF 106 DEGREES 47 MINUTES 5 SECONDS TO THE LEFT AND RUN SOUTHWESTERLY 356.33 FEET; THEN TURN AN ANGLE OF 73 DEGREES 12 MINUTES 55 SECONDS TO THE LEFT AND RUN SOUTHEASTERLY ALONG NORTH RIGHT OF WAY, SHELBY COUNTY HIGHWAY NO. 400, 290.21 FEET BACK TO THE POINT OF BEGINNING.

BEING THE SAME PROPERTY CONVEYED TO SHANNON DYKES KIM DYKES JOINT TENANTS WITH THE RIGHTS OF SURVIVORSHIP BY DEED FROM BILLY R. FARRIS II LEIGH L. FARRIS HUSBAND AND WIFE RECORDED 05/23/2002 IN DEED BOOK 410 PAGE 1, IN THE PROBATE JUDGE'S OFFICE FOR SHELBY COUNTY, ALABAMA.

TAX ID# 0



DOC66202900000290055217000000

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KIMBERLY DYKES

X *Shannon E Dykes* (Seal)
SHANNON E DYKES

LENDER:

REGIONS BANK

X *[Signature]* (Seal)
Authorized Signer



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