

RECORDATION REQUESTED BY:
REGIONS BANK
BIRMINGHAM: PRIVATE CLIENT SERVICES
1901 6TH AVENUE N
ALBH11803B
BIRMINGHAM, AL 35203

20100407000105380 1/3 \$169.00
Shelby Cnty Judge of Probate, AL
04/07/2010 01:33:52 PM FILED/CERT

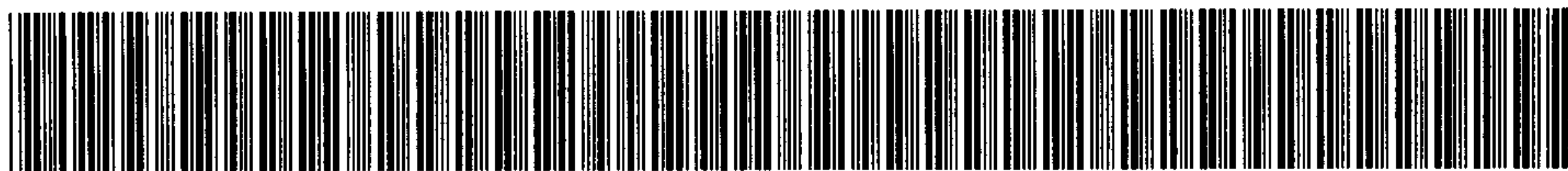
WHEN RECORDED MAIL TO:
REGIONS BANK
BIRMINGHAM: PRIVATE CLIENT SERVICES
1901 6TH AVENUE N
ALBH11803B
BIRMINGHAM, AL 35203

SEND TAX NOTICES TO:
REGIONS BANK
BIRMINGHAM: PRIVATE CLIENT SERVICES
1901 6TH AVENUE N
ALBH11803B
BIRMINGHAM, AL 35203

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY



MODIFICATION OF MORTGAGE



DOC48003000003148937200000300020000000

THIS MODIFICATION OF MORTGAGE dated November 13, 2009, is made and executed between GUY E BLAUDEAU, whose address is 130 RIVERCHASE PKWY E, BIRMINGHAM, AL 352441811 (referred to below as "Grantor") and REGIONS BANK, whose address is 1901 6TH AVENUE N, ALBH11803B, BIRMINGHAM, AL 35203 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated February 5, 2002 (the "Mortgage") which has been recorded in JEFFERSON County, State of Alabama, as follows:

In regard to that certain promissory note dated 06/01/1989, in the original principal sum of \$50,000, and to secure the payment of the Original Note, Grantor made, executed and delivered that certain Mortgage of even date therewith and in the same principal sum as the Original Note, which mortgage is recorded in Book or Instrument number 1999-23844, of the public records of Shelby County, Alabama & Modified to Increase principal amount of loan from \$50,000 to \$100,000 dated 01/26/2001 recorded on 02/01/2001 in Instrument 2001-03656 in the probate office public records of Shelby County, Alabama & Modified to Increase principal amount of loan from \$100,000 to \$200,000 dated 02/05/2002 recorded on 02/22/2002 in Instrument 2002-08869.

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

SEE ATTACHED EXHIBIT "A"

The Real Property or its address is commonly known as 130 RIVERCHASE PKWY E, BIRMINGHAM, AL 35244.

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

Whereas the Note has a present principal balance of \$200,000, and the Borrower is the obligor under the Note and the Grantor is the grantor under the Mortgage, and Regions Bank is the owner and the holder of the Note and Mortgage; and whereas the Borrower and the Grantor have requested an additional advance of \$100,000. The present principal balance of the Note is as stated above and with the additional advance the principal balance of the Renewal Note is \$300,000.

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 NOVEMBER 13, 2009.

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)
GUY E BLAUDEAU

LENDER:

REGIONS BANK
X  (Seal)
Authorized Signer

B2010033101307

MODIFICATION OF MORTGAGE
(Continued)

Loan No: 00314893720000030002

Page 2

This Modification of Mortgage prepared by:

Name:
Address:
City, State, ZIP:

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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 **GUY E BLAUDEAU**, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said Modification, he or she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 13 day of November, 2009.
[Signature]
Notary Public

My commission expires MY COMMISSION EXPIRES JUNE 3, 2012

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 Todd M. Shafer whose name as Assistant Vice President of **REGIONS BANK** 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 the Modification of Mortgage, he or she, in his or her capacity as such Assistant Vice President of **REGIONS BANK**, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 13 day of November, 2009.
[Signature]
Notary Public

My commission expires MY COMMISSION EXPIRES JUNE 3, 2012

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Exhibit "A"

Part of the Southwest Quarter of the Northeast Quarter of Section 30, Township 19 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

Beginning at the Southwest corner of Lot 1-A, Resurvey of Lot 1, Brookwood Addition to Riverchase, a map of which is recorded in the Office of the Judge of Probate, Shelby County, Alabama, in Map Book 8, page 94, run in an Easterly direction along the South line of said Lot 1-A for a distance of 150.49 feet to an existing iron pin; thence turn an angle to the right of 90° and run in a Southerly direction for a distance of 192.11 feet to an existing iron pin; thence turn an angle to the right of 90° and run in a Westerly direction for a distance of 199.17 feet to an existing iron pin being on the curved East right of way line of Riverchase Parkway East (said curve being concave in an Easterly direction and having a radius of 470.86 feet;) thence turn an angle to the right (102°31'25" to chord line) and run along the arc of said curved East right of way line for a distance of 165.20 feet (chord line measures 164.39 feet) to the end of said curve; thence run along a line tangent to end of said curve in a Northeasterly direction and being said East right of way line for a distance of 34.20 feet to the point of beginning.