

WHEN RECORDED MAIL TO:

Regions Bank
Collateral Management
P.O. Box 12926
Birmingham, AL 35202

20120327000105040 1/2 \$16.00
Shelby Cnty Judge of Probate, AL
03/27/2012 02:13:36 PM FILED/CERT

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY



MODIFICATION OF MORTGAGE



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THIS MODIFICATION OF MORTGAGE dated March 26, 2012, is made and executed between Philip H Wambles, whose address is 4021 Meadowood Drive, Birmingham, AL 35242 and Gwen C Wambles, whose address is 4021 Meadowood Drive, Birmingham, AL 35242; husband and wife (referred to below as "Grantor") and Regions Bank, whose address is 3179 Green Valley Road, Birmingham, AL 35243 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated July 1, 2002 (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

RECORDED 07/16/2002 IN THE JUDGE OF PROBATE OFFICE OF SHELBY COUNTY, ALABAMA INSTRUMENT # 20020716000332480.

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

LOT 17, ACCORDING TO THE SURVEY OF MEADOWOOD ESTATES, AS RECORDED IN MAP BOOK 10, PAGE 33, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

SUBJECT TO TAXES FOR 2002. SUBJECT TO 50 FOOT BUILDING LINE, AS SHOWN BY RECORDED MAP. SUBJECT TO 10 FOOT EASEMENT ON NORTHEAST, AS SHOWN BY RECORDED MAP. SUBJECT TO RIGHT OF WAY GRANTED TO ALABAMA POWER COMPANY BY INSTRUMENT RECORDED IN REAL 99, PAGE 576, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA. SUBJECT TO AGREEMENT WITH ALABAMA POWER COMPANY RECORDED IN REAL 100, PAGE 904, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA. SUBJECT TO RESTRICTIONS OR COVENANTS RECORDED IN REAL 100, PAGE 907, IN THE PROBATE OFFICE OF SHELBY, COUNTY, ALABAMA, BUT OMITTING ANY COVENANT OR RESTRICTED BASED ON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN. SUBJECT TO SUBDIVISION RESTRICTIONS SHOWN ON RECORD PLAT, PROVIDE FOR CONSTRUCTION OF SINGLE FAMILY RESIDENCE ONLY.

The Real Property or its address is commonly known as 4021 Meadowood Drive, Birmingham, AL 35242.

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

THIS MODIFICATION OF MORTGAGE IS TO CORRECT THE LEGAL DESCRIPTION ONLY.

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.

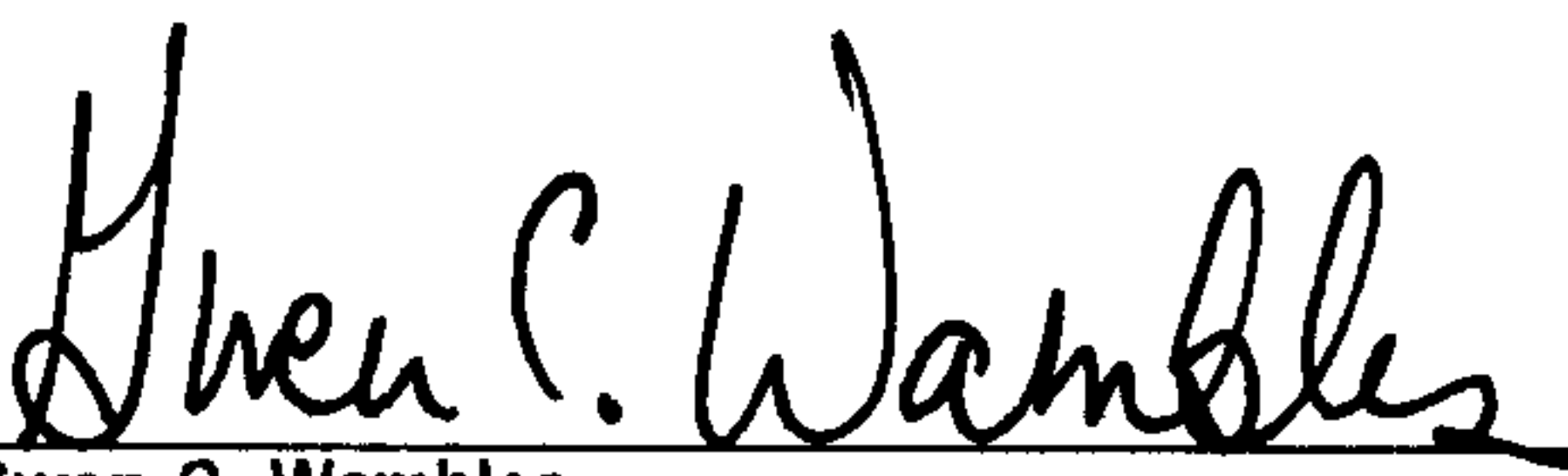
SUBORDINATION, PARTIAL RELEASE AND OTHER MODIFICATION REQUESTS. From time to time, Grantor or Borrower may request that we subordinate the lien of this Mortgage to another lien, release part of the Property from the lien of this Mortgage, or agree to some other modification of this Mortgage or the Credit Agreement or any Related Document. We are not obligated to agree to any such request. We may, in our sole discretion, impose conditions on our agreement to any such request. Such conditions may include, without limitation, imposing a fee or increasing the interest rate under the Credit Agreement, or both.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED MARCH 26, 2012.

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)
Philip H Wambles

X  (Seal)
Gwen C Wambles

LENDER:

REGIONS BANK

X  (Seal)
Authorized Signer

MODIFICATION OF MORTGAGE
(Continued)

Page 2

This Modification of Mortgage prepared by:

Name: KIMBERLY STROWN
Address: P.O. Box 830721
City, State, ZIP: Birmingham, AL 35283

INDIVIDUAL ACKNOWLEDGMENT

STATE OF ALABAMA)
) SS
COUNTY OF JEFFERSON)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **Philip H Wambles and Gwen C Wambles, 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 26TH day of MARCH, 2012.

Carole W. Covington
Notary Public

My commission expires MY COMMISSION EXPIRES FEBRUARY 27, 2016

LENDER ACKNOWLEDGMENT


STATE OF ALABAMA)
) SS
COUNTY OF JEFFERSON)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that BRIAN POULETT 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 of Regions Bank, executed the same voluntarily on the day same bears date.

Given under my hand and official seal this 26TH day of MARCH, 2012.

Carole W. Covington
Notary Public

My commission expires MY COMMISSION EXPIRES FEBRUARY 27, 2016


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