

Inst # 2001-41987

WHEN RECORDED MAIL TO:

REGIONS BANK  
FIVE POINTS SOUTH  
941 20TH STREET SOUTH  
BIRMINGHAM, AL 35205

09/28/2001-41987  
09:07 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
003 CH 18.50

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY



MODIFICATION OF MORTGAGE



\*DOC48000000000039008897000000\*

THIS MODIFICATION OF MORTGAGE dated September 12, 2001, is made and executed between DAVID M WELLS, whose address is 360 TALON DR; , BIRMINGHAM, AL 35242-6924 and JANETTE S WELLS, whose address is 360 TALON DR; , BIRMINGHAM, AL 35242-6924; HUSBAND AND WIFE (referred to below as "Grantor") and REGIONS BANK, whose address is 941 20TH STREET SOUTH, BIRMINGHAM, AL 35205 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated December 15, 1995 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

Recorded on December 21, 1995 at 10:13 a.m. in Instrument No. 1995-36565 and amended in Instrument No. 1997-8579.

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

Lot 213, according to the Survey of Eagle Point 2nd Sector Phase 1, as recorded in Map Book 18, Page 2, in the Probate Office of Shelby County, Alabama

The Real Property or its address is commonly known as 360 TALON DR; , BIRMINGHAM, AL 35242-6924.

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

Increase in Principal by \$1,000, from \$39,000 to \$40,000.

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.

SURVIVING GRANTEE CLAUSE. An exhibit, titled "Surviving Grantee," is attached to this Modification and by this reference is made a part of this Modification just as if all the provisions, terms and conditions of the Exhibit had been fully set forth in this Modification.

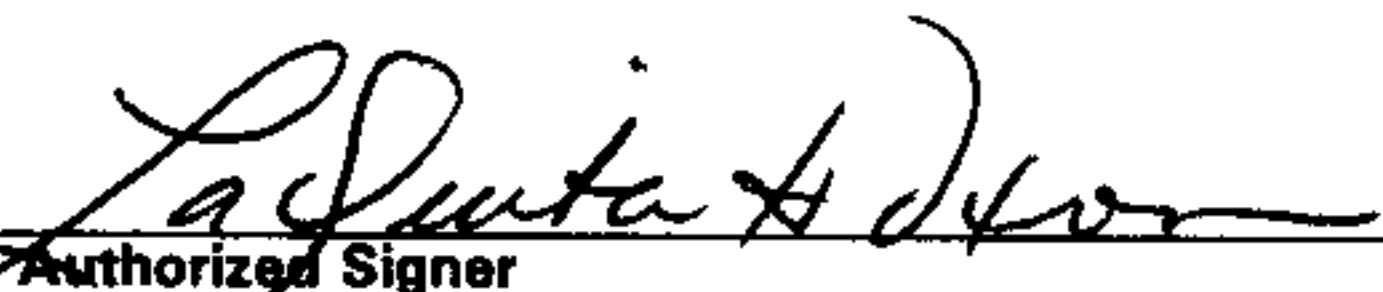
GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED SEPTEMBER 12, 2001. THIS MODIFICATION IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS MODIFICATION IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.

GRANTOR:

X  (Seal)  
DAVID M WELLS, Individually

X  (Seal)  
JANETTE S WELLS, Individually

LENDER:

X  (Seal)  
Authorized Signer

This Modification of Mortgage prepared by:

Name: JoAnn Green, Loan Processor  
Address: 417 North 20th Street  
City, State, ZIP: Birmingham, AL 35203

INDIVIDUAL ACKNOWLEDGMENT

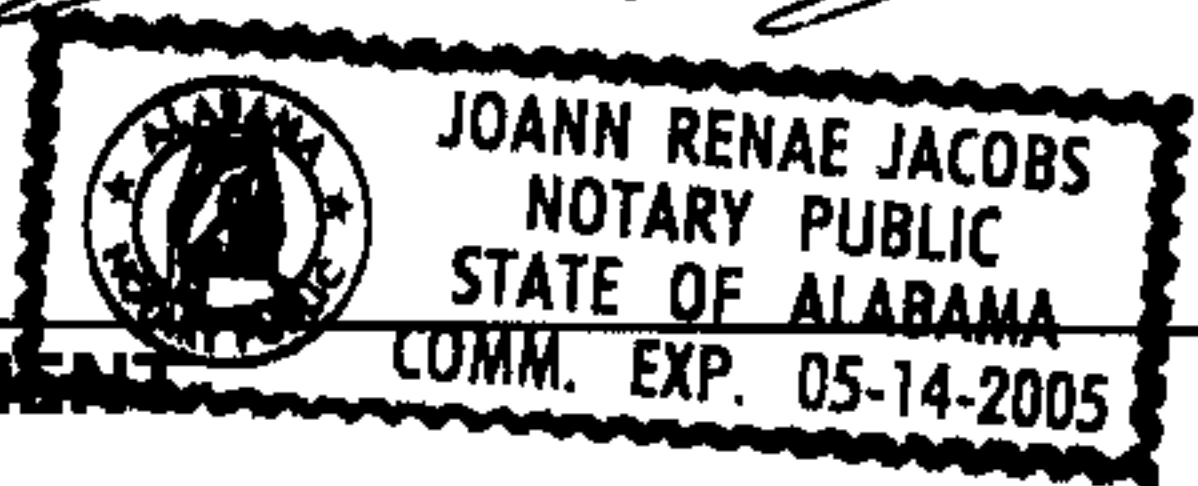
STATE OF Alabama )  
 ) SS  
COUNTY OF Jefferson )

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that DAVID M WELLS and JANETTE S WELLS, 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 12<sup>th</sup> day of September, 20 01.

My commission expires 5/14/05

*[Signature]*  
Notary Public



LENDER ACKNOWLEDGMENT

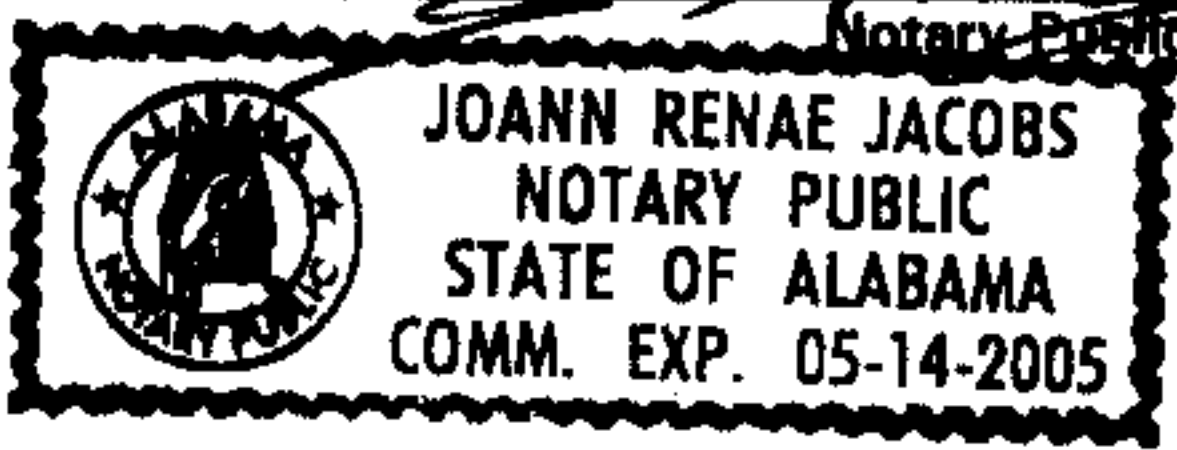
STATE OF Alabama )  
 ) SS  
COUNTY OF Jefferson )

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Regions Bank a corporation, is signed to the foregoing and who is known to me, acknowledged before me on this day that, being informed of the contents of said, 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 12<sup>th</sup> day of September, 20 01.

My commission expires 5/14/05

*[Signature]*  
Notary Public



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## SURVIVING GRANTEE

This SURVIVING GRANTEE is attached to and by this reference is made a part of the Modification of Mortgage, dated September 12, 2001, and executed in connection with a loan or other financial accommodations between REGIONS BANK and DAVID M WELLS.

David M. Wells is the surviving grantee of that certain deed recorded in 1995, Page 12034. The other grantee, Margaret H Wells having died on or about March 27, 1997. .

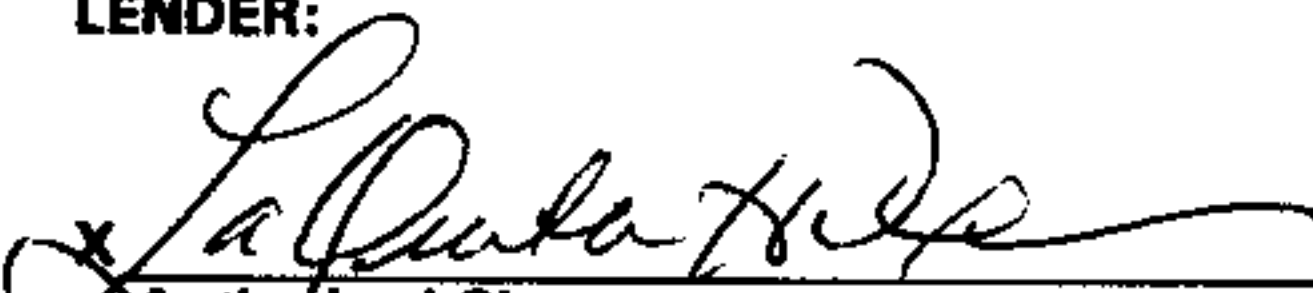
THIS SURVIVING GRANTEE IS EXECUTED ON SEPTEMBER 12, 2001.

GRANTOR:

X  (Seal)  
DAVID M WELLS, Individually

X  (Seal)  
JANETTE S WELLS, Individually

LENDER:

X  (Seal)  
Authorized Signer

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