20031222000821150 Pg 1/4 21.00 Shelby Cnty Judge of Probate, AL 12/22/2003 12:41:00 FILED/CERTIFIED

This document prepared by:
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I.R.E.Processing
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Agent on Behalf of:
Household Finance Corporation
of Alabama
1845 Montgomery Hwy

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Hoover AL 35244

Plaza River Chase/Ste 233

MORTGAGE MODIFICATION AND RELEASE AGREEMENT

This Mortgage Modification and Release Agreement is entered into as of the day of day of day of and between Barbara Blankenship and Ronny Blankenship (herein "Borrower") and Household Finance Corporation of Alabama. (Herein "Lender") 1845 Montgomery Hwy, Plaza River Chase/Ste 233, Hoover AL 35244.

WITNESSETH, WHEREAS, Borrower gave and Household Finance Corporation of Alabama recorded in Instrument 2001-13134 of the Public Records of Shelby County, Alabama to secure a note in the principal amount of \$96,827.58 (herein "Mortgage")

WHEREAS, the Mortgage is currently held by Lender, and

WHEREAS, it has come to the attention of the Borrower and the Lender that there was an error in the legal description reflected in the Mortgage such that other property owned by the Borrower was inadvertently encumbered by the Mortgage, and

WHEREAS, the parties hereto wish to modify the Mortgage such that the property which was described in the Mortgage is released from the Mortgage and the property owned by the Borrower and which was intended to be encumbered by the Mortgage be encumbered by the Mortgage.

NOW, therefore, for Ten and no/100 dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree and acknowledge as follows:

- 1. The recitals set forth above are true and correct and are incorporated herein as fully as if set forth below.
- 2. Lender does hereby remise, release, quit claim, exonerate and discharge from the lien and operation of the Mortgage all that property more particularly described in the Mortgage.
- 3. The Borrower and Lender hereby agree and acknowledge that the Mortgage is modified to substitute the property more particularly described below for, and in place of the property inadvertently described in the Mortgage.

EXHIBIT-A SEE ATTACHED EXHIBIT-A

- 4. Borrower hereby ratifies, confirms and restates all of the representations, covenants and/or warranties set forth in the Deed of Trust as to the property described herein.
- 5. This Agreement may be executed in any number of counterparts which, taken together, shall constitute

one agreement.

LENDER:

IN WITNESS WHEREOF, the parties hereto have set forth their hands and seals as of the date first set forth above.

BENEFICIAL ALABAMA INC By: Chalf Son Name: AROL A BENSON Title: VICE PRESIDENT	
ATTEST: (BANK SEAL) By: (Assistant) Secretary	
COUNTY OF COOK	
I, a Notary Public of the County and State aforesaid, certify that ARCL A DENSON personally came before me this day and acknowledged that (s) he is the YICE FRESIDENT of Beneficial Alabama Inc. (the "Bank"), and that by authority duly given as the act of the Bank, the foregonstrument was signed in its name by its (Vice) President, sealed with its bank seal and attested by him/her Assistant) Secretary. WITNESS my hand and official stamp or seal, this day of Accember 2002	r as its
Notary Public Notary Public OFFICIAL SEAL PATRICIA BARTELS NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES: 05/22/06	L/STAMP)

BORROWER:
Donbara Blankenship
(Barbara Blankenship)
Ronny Blanding
(Ronny Blankenship)
STATE OF Alabama
COUNTY OF <u>Jefferson</u>
I, a Notary Public of the County and State aforesaid, certify that
BARBARA BLANKENSHIP AND RONNY BLANKENSHIP, HUSBAND AND WIFE personally came before me this day and acknowledged the execution of the foregoing instrument.
personally came before me this day and acknowledged the execution of the foregoing instrument.
~ 4
WITNESS my hand and official stamp or seal, this 18th day of large ber, 2003
Maria Barral
Ann Barrel Dannel
And Day Public Notary Public
My Commission expires: 09/26/2005
The Commission Capitos. Col 2000

(SEAL/STAMP)

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EXHIBIT-A

THE FOLLOWING DESCRIBED REAL ESTATE, SITUATED IN SHELBY COUNTY, ALABAMA, TO-WIT:

COMMENCE AT THE SE CORNER OF THE SE 1/4 OF THE NW 1/4 OF SECTION 28, TOWNSHIP 21 SOUTH, RANGE 1 EAST, SHELY COUNTY, ALABAMA; THENCE NORTH 00 DEGREES 50 MINUTES 54 SECONDS EAST, A DISTANCE OF 431.60 FEET; THENCE SOUTH 88 DEGREES 42 MINUTES 41 SECONDS WEST, A DISTANCE OF 8.0 FET; THENCE NORTH 00 DEGREES 10 MINUTES 33 SECONDS EAST, A DISTANCE OF 495.94 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 49 MINUTES 27 SECONDS WEST, A DISTANCE OF 217.27 FEET; THENCE NORTH 00 DEGREES 10 MINUTES 33 SECONDS EAST, A DISTANCE OF 1,002.46 FEET; THENCE SOUTH 89 DEGREES 49 MINUTES 27 SECONDS EAST, A DISTANCE OF 217.27 FEET; THENCE SOUTH 00 DEGREES 10 MINUTES 33 SECONDS WEST, A DISTANCE OF 1002.46 FEET TO THE POINT OF BEGINNING.

ALSO, A 30' INGRESS, EGRESS AND UTILITY EASEMENT:

COMMENCE AT A SE CORNER OF THE SE 1/4 OF THE NW 1/4 OF SECTION 28, TOWNSHIP 21 SOUTH, RANGE 1 EAST; THENCE NORTH 00 DEGREES 50 MINUTES 54 SECONDS EAST, A DISTANCE OF 431.60 FEET; THENCE SOUTH 88 DEGREES 42 MINUTES 41 SECONDS WEST, A DISTANCE OF 8.00 FEET; THENCE NORTH 00 DEGREES 10 MINUTES 33 SECONDS EAST, A DISTANCE OF 495.94 FEET; THENCE NORTH 89 DEGREES 49 MINUTES 27 SECONDS WEST, A DISTANCE OF 217.27 FEET; THENCE NORTH 00 DEGREES 10 MINUTES 33 SECONDS EAST, A DISTANCE OF 49 FEET TO THE POINT OF BEGINNING OF THE CENTERLINE OF A 30' INGRESS, EGRESS AND UTILITY EASEMENT LYING 15 FEET TO EITHER SIDE OF AND PARALLEL TO DESCRIBED CENTERLINE; THENCE SOUTH 49 DEGREES 31 MINUTES 13 SECONDS WEST ALONG SAID CENTERLINE, A DISTANCE OF 200.15 FEET; THENCE SOUTH 55 DEGREES 25 MINUTES 39 SECONDS WEST ALONG SAID CENTERLINE, A DISTANCE OF 221.48 FEET; THENCE SOUTH 45 DEGREES 48 MINUTES 55 SECONDS WEST ALONG SAID CENTERLINE, A DISTANCE OF 193.25 FEET; THENCE NORTH 75 DEGREES 31 MINUTES 04 SECONDS WEST ALONG SAID CENTERLINE, A DISTANCE OF 227.88 FEET TO AN EASTERLY RIGHT OF WAY OF SHELBY COUNTY HWY. 61 TO THE POINT OF ENDING OF SAID CENTERLINE.