

WHEN RECORDED MAIL TO:

Regions Bank
910 North Main Street
Montevallo, AL 35115

Inst # 2001-04921
02/12/2001-04921
11:32 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 MMB 51.50

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY



MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE IS DATED JANUARY 25, 2001, BETWEEN Melvin Thomas Smitherman and Glenda P Smitherman, husband and wife, (referred to below as "Grantor"), whose address is 110 Tecumseh Place, Montevallo, AL 35115-3694; and Regions Bank (referred to below as "Lender"), whose address is 910 North Main Street, Montevallo, AL 35115.

MORTGAGE. Grantor and Lender have entered into a mortgage dated July 23, 1999 (the "Mortgage") recorded in Shelby County, State of Alabama as follows:

recorded July 23, 1999 in the Office of Judge of Probate of Shelby County, Instrument 199932298

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

Lot 10, According to the Survey of Shoal Creek Highlands, First Sector, as Recorded in Map Book 13, Page 39 in the Probate Office of Shelby County, Alabama. Situated in Shelby County, Alabama.

The Real Property or its address is commonly known as **110 Tecumseh Place, Montevallo, AL 35115-3694.**

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

Principal Increase from \$20,000.00 to \$45,000.00.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect. 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.

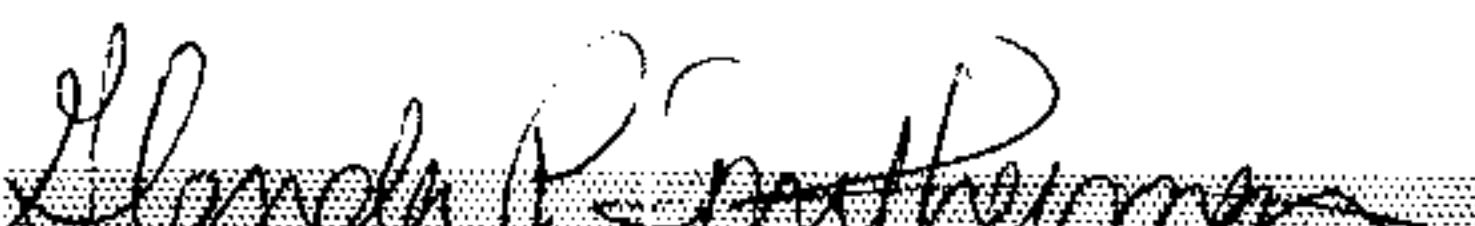
EACH GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE, AND EACH GRANTOR AGREES TO ITS TERMS.

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.

CAUTION -- IT IS IMPORTANT THAT YOU THOROUGHLY READ THE CONTRACT BEFORE YOU SIGN IT.

GRANTOR:

X  (SEAL)
Melvin Thomas Smitherman

X  (SEAL)
Glenda P Smitherman

LENDER:

Regions Bank

By: 
Authorized Officer

This Modification of Mortgage prepared by:

Name: Carol Cruse
Address: 417 North 20th Street
City, State, ZIP: Birmingham, AL 35203

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 **Melvin Thomas Smitherman and Glenda P Smitherman**, 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 25 day of January, 2001.

Debra D. Payne
Notary Public

My commission expires _____

LENDER ACKNOWLEDGMENT

STATE OF _____)
) SS
COUNTY OF _____)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that _____.

Given under my hand and official seal this _____ day of _____, 20____.

Notary Public

My commission expires _____