

**WHEN RECORDED MAIL TO:**

REGIONS BANK  
MONTEVALLO  
910 N. MAIN STREET  
MONTEVALLO, AL 35115

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY



**MODIFICATION OF MORTGAGE**



\*DOC48000000000299001359000000\*

Inst # 0001-19188  
05/11/2001-19188  
12:03 PM  
SHELBY COUNTY  
OFFICE OF PROBATE  
44.00  
002 MEL

**THIS MODIFICATION OF MORTGAGE** dated April 30, 2001, is made and executed between EDWIN C ROBERTSON, whose address is 430 SHOSHONE DR; , MONTEVALLO, AL 35115-3951 and RUTH C ROBERTSON, whose address is 430 SHOSHONE DR; , MONTEVALLO, AL 35115-3951; HUSBAND AND WIFE (referred to below as "Grantor") and REGIONS BANK, whose address is 910 N. MAIN STREET, MONTEVALLO, AL 35115 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated May 15, 1997 (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

real estate mortgage dated 05/15/1997 in the original amount of \$20,000.00 and recorded in Book #134 and page #409 in the Probate Office of Shelby County, Alabama.

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

Lot 43, according to "Indian Highlands" second Addition, as shown by Map recorded in Map book 5, Pasge 60, in the Probate of Shelby County, Alabama

The Real Property or its address is commonly known as 430 SHOSHONE DR; , MONTEVALLO, AL 35115-3951.


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

increase principal amount of loan from \$20,000.00 to \$40,000.00.

**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.

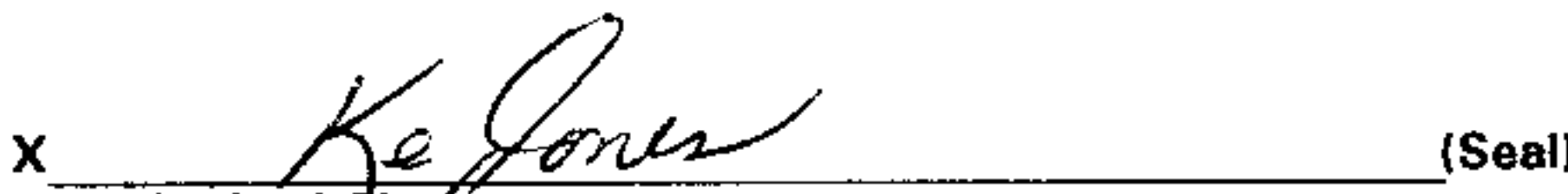
**GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED APRIL 30, 2001. THIS MODIFICATION IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS MODIFICATION IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.**

**GRANTOR:**

X  (Seal)  
EDWIN C ROBERTSON, Individually

X  (Seal)  
RUTH C ROBERTSON, Individually

**LENDER:**

X  (Seal)  
Authorized Signer

This Modification of Mortgage prepared by:

Name: Kelli Sartain  
Address: 417 North 20th Street  
City, State, ZIP: Birmingham, AL 35203

MODIFICATION OF MORTGAGE  
(Continued)

Loan No: 0299001359

Page 2

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 EDWIN C ROBERTSON and RUTH C ROBERTSON, 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 4th day of May, 2001  
Robert 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 \_\_\_\_\_ 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 \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
\_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_

Inst # 2001-19188

05/11/2001-19188  
12:03 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
002 MEL 44.00