

WHEN RECORDED MAIL TO:

REGIONS BANK
BIRMINGHAM MAIN OFFICE
NORTH 20TH STREET
BIRMINGHAM, AL 35203

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY



MODIFICATION OF MORTGAGE



DOC48000000000039049422000000

THIS MODIFICATION OF MORTGAGE dated June 8, 2001, is made and executed between GERALD W KELLY, whose address is 1716 WINGFIELD CIRCLE; , BIRMINGHAM, AL 35242-5852 and MARY E KELLY, whose address is 1716 WINGFIELD CIRCLE; , BIRMINGHAM, AL 35242-5852; HUSBAND AND WIFE (referred to below as "Grantor") and REGIONS BANK, whose address is NORTH 20TH STREET, BIRMINGHAM, AL 35203 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated August 12, 1993 (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

recorded in the Office of Shelby County Judge of Probate on September 2, 1993 in Inst. #1993-26617 .

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

Lot 837, according to the Survey of Brook Highland, 8th Sector, 2nd Phase, as recorded in Map Book 16, Page 95, in the Probate Office of Shelby County, Alabama

The Real Property or its address is commonly known as 1716 WINGFIELD CIRCLE; , BIRMINGHAM, AL 35242-5852.


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

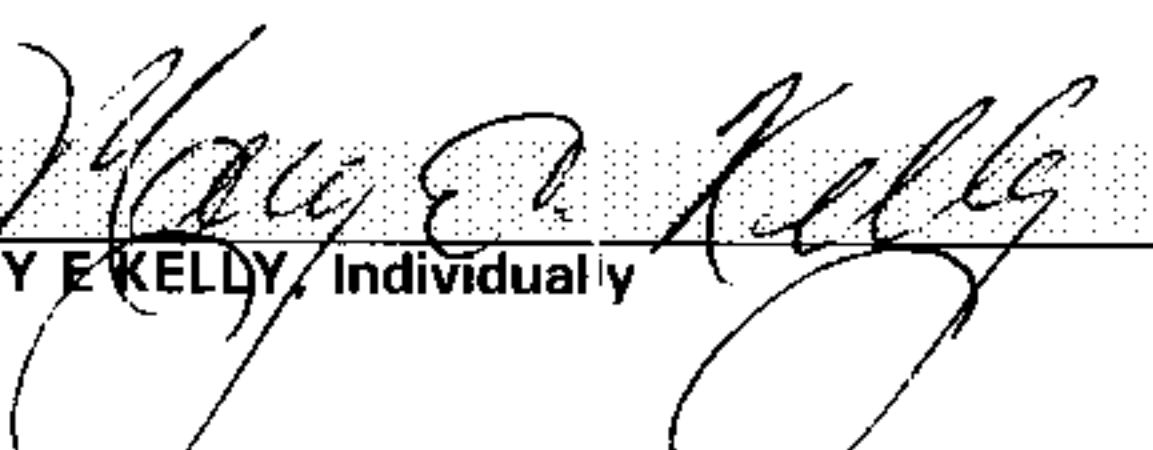
Increase in Principal by \$16,000.00, from \$34,000.00 to \$50,000.00.

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 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.

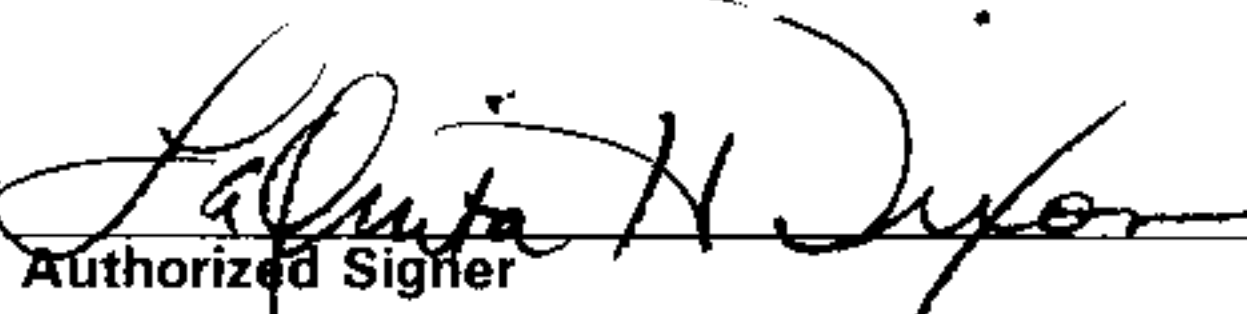
GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED JUNE 8, 2001. THIS MODIFICATION IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS MODIFICATION IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.

GRANTOR:

x  (Seal)
GERALD W KELLY, Individually

x  (Seal)
MARY E KELLY, Individually

LENDER:

x  (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

Name: Cathy Hollifield, Loan Processor
Address: NORTH 20TH STREET
City, State, ZIP: BIRMINGHAM, AL 35203

Inst # 2001-25356

06/20/2001-25356

10:29 AM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE
002 KB 38.00

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 GERALD W KELLY and MARY E KELLY, 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 8th day of June, 2001.
Catherine F. Hargis
Notary Public
My commission expires 5/29/04

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 _____ 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 8th day of June, 2001.
Catherine F. Hargis
Notary Public
My commission expires 5/29/04

Inst # 2001-25356

06/20/2001-25356

10:29 AM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE

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