

WHEN RECORDED MAIL TO:  
REGIONS BANK  
INVERNESS  
200 INVERNESS CENTER DRIVE  
BIRMINGHAM, AL 35242

029 0052302

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY



## MODIFICATION OF MORTGAGE



\*DOC48000000000290052302000000\*

THIS MODIFICATION OF MORTGAGE dated April 25, 2001, is made and executed between CHARLES EDWARD BAKER, whose address is 8064 CASTLEHILL RD; , BIRMINGHAM, AL 35242-7226 and KAREN W BAKER, whose address is 8064 CASTLEHILL RD; , BIRMINGHAM, AL 35242-7226; HUSBAND AND WIFE (referred to below as "Grantor") and REGIONS BANK, whose address is 200 INVERNESS CENTER DRIVE, BIRMINGHAM, AL 35242 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated December 17, 1999 (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

Recording date 01/04/2000 in the Judge of Probate and Instrument #200000050.

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

See Exhibit A, which is attached to this Modification and made a part of this Modification as if fully set forth herein.

The Real Property or its address is commonly known as 8064 Castle Hill Road, Birmingham, AL 35242.

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

Principal increase from \$25,000.00 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 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 25, 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 Charles Edward Baker (Seal)  
CHARLES EDWARD BAKER, Individually

x Karen W. Baker (Seal)  
KAREN W BAKER, Individually

LENDER:

x Om Miller (Seal)  
Authorized Signer

This Modification of Mortgage prepared by:

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

Inst # 2001-26917

06/29/2001-26917  
12:14 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE

003 MB

54.50

## INDIVIDUAL ACKNOWLEDGMENT

STATE OF Alabama)  
) SSCOUNTY OF Shelby

)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that CHARLES EDWARD BAKER and KAREN W BAKER, 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 25th day of April, 2001.

Catherine L. Weakley

Notary Public

My commission expires MY COMMISSION EXPIRES OCTOBER 24, 2001

## LENDER ACKNOWLEDGMENT

STATE OF Alabama)  
) SSCOUNTY OF Shelby

)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Amber Willis of  
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 25th day of April, 2001.

Catherine L. Weakley

Notary Public

My commission expires MY COMMISSION EXPIRES OCTOBER 24, 2001

EXHIBIT "A"

Lot 1, according to the Survey of Greystone 7th Sector Phase I, as recorded in Map Book 18, page 120 A, B and C, in the Probate Office of Shelby County, Alabama.

Together with the non-exclusive easement to use the private roadways, Common Areas and Hugh Daniel Drive, all as more particularly described in the Greystone Residential Declaration of Covenants, Conditions and Restrictions dated 11-6-90, and recorded in Real 317, page 240, in the Probate Office of Shelby County, Alabama, together with all amendments thereto.

Inst # 2001-26917

06/29/2001-26917  
12:14 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
003 MB 54.50