

WHEN RECORDED MAIL TO:

REGIONS BANK
PROFESSIONAL SERVICES
NORTH 20TH STREET
BIRMINGHAM, AL 35203

SPACE ABOVE THIS LINE IS FOR RECORDERS USE ONLY



MODIFICATION OF MORTGAGE



DOC48000000000039006634000000

THIS MODIFICATION OF MORTGAGE dated May 25, 2001, is made and executed between RONALD L ELLIS, whose address is 4989 SUSSEX RD; , BIRMINGHAM, AL 35242-3008 and DARLENE M ELLIS, whose address is 4989 SUSSEX RD; , BIRMINGHAM, AL 35242-3008; 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 June 3, 1994 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

Recorded on June 9, 1994 in the Office of the Judge of Probate of Shelby County, Alabama, in Inst. #1994-18524.

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

Lot 33, according to the survey of Southern Pines, 5th Sector as recorded in Map Book 9 page 106 in the Probate Office of Shelby County, Alabama. Mineral and mining rights excepted.

The Real Property or its address is commonly known as 4989 SUSSEX RD; , BIRMINGHAM, AL 35242-3008.


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

Decrease in Principal by \$170,000.00, from \$200,000.00 to \$30,000.00.

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.

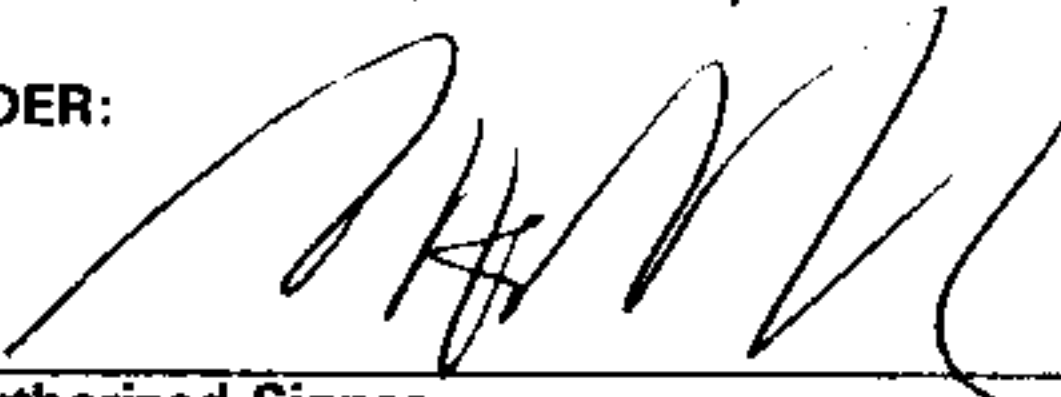
GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED MAY 25, 2001. THIS MODIFICATION IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS MODIFICATION IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.

GRANTOR:

X  (Seal)
RONALD L ELLIS, Individually

X  (Seal)
DARLENE M ELLIS, Individually

LENDER:

X  (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

Name: Cathy Hollifield, Loan Processor
Address: 417 North 20th St.
City, State, ZIP: Birmingham, AL 35203

Inst # 2001-27891
07/06/2001-27891
08:46 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 59.00

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 **RONALD L ELLIS and DARLENE M ELLIS**, 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 14TH day of JUNE, 20 01


Notary Public **ANTHONY D. SNABLE**

My commission expires 11-2-03

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 **ROBERT R. PLESS AS VICE-PRESIDENT 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 14TH day of JUNE, 20 01


Notary Public **ANTHONY D. SNABLE**

My commission expires 11-2-03

Return To: **ANTHONY D. SNABLE**
ATTORNEY AT LAW

Inst # 2001-27891

07/06/2001-27891
08:46 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 CJ1 59.00