

Inst # 2001-30262

WHEN RECORDED MAIL TO:

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

07/23/2001-30262
09:07 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 CH 29.00

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY



MODIFICATION OF MORTGAGE



DOC48000000000039006560000000

THIS MODIFICATION OF MORTGAGE dated July 2, 2001, is made and executed between HARRY L TIPPETT, whose address is 1213 SOUTHWIND DR; , HELENA, AL 35080-4015 and JUDENE M TIPPETT, whose address is 1213 SOUTHWIND DR; , HELENA, AL 35080-4015; 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 April 25, 1994 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

Recorded on May 2, 1994, in Shelby County Judge of Probate Office in inst # 1994-14071.

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

LOT 37, ACCORDING TO THE SURVEY OF DEARING DOWNS, FIRST ADDITION, AS RECORDED IN MAP BOOK 6, PAGE 141, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

The Real Property or its address is commonly known as 1213 SOUTHWIND DR; , HELENA, AL 35080-4015.

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

Principal increase from \$15,000.00 to \$50,000.00 to \$60,000.00 (an increase of \$10,000.00.

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.

FINANCE CHARGES / FEES PAID IN CASH. All finance charges and/or fees denoted as "paid in cash" will be paid by Regions Bank.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED JULY 2, 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 Harry L. Tippett (Seal)
HARRY L TIPPETT, Individually

x Judene M. Tippett (Seal)
JUDENE M TIPPETT, Individually

LENDER:

x Karen Fairley (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

Name: VALENCIA S. BROWN, LOAN PROCESSOR
Address: NORTH 20TH STREET
City, State, ZIP: BIRMINGHAM, AL 35203

INDIVIDUAL ACKNOWLEDGMENT

STATE OF

Alabama

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COUNTY OF

Jefferson

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I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that HARRY L TIPPETT and JUDENE M TIPPETT, 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 2nd day of July, 2001.

MY COMMISSION EXPIRES OCTOBER 31, 2004

Valencia C. Bar
Notary Public

My commission expires _____

LENDER ACKNOWLEDGMENT

STATE OF

Alabama

)

COUNTY OF

Jefferson

) SS

)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Karen Fairfax
Vice President of Shaw Processing 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 2nd day of July, 2001.

MY COMMISSION EXPIRES OCTOBER 31, 2004

Valencia C. Bar
Notary Public

My commission expires _____

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