

Inst # 2001-34093

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

08/13/2001-34093
09:53 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 CH 39.50

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY



MODIFICATION OF MORTGAGE



DOC4800000000290052257000000

THIS MODIFICATION OF MORTGAGE dated July 27, 2001, is made and executed between DAVID L BLACKSTONE, whose address is 3050 SOMERSET TRCE, BIRMINGHAM, AL 35242-5875 and JULIE S BLACKSTONE, whose address is 5133 SKYLARK DR, BIRMINGHAM, AL 35242-3148; 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 September 15, 1999 (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

Recorded September 28, 1999 in Instrument #199940301 in the Office of the Judge of Probate of Shelby County, Alabama.

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 3050 Somerset Trace, Birmingham, AL 35242.

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

Increase principal from \$25,000.00 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 JULY 27, 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 David L. Blackstone (Seal)
DAVID L BLACKSTONE, Individually

X Julie S. Blackstone (Seal)
JULIE S BLACKSTONE, Individually

LENDER:

X _____ (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

Name: Beth Jones
Address: 417 North 20th Street
City, State, ZIP: Birmingham, AL 35203

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Alabama)
) SS
COUNTY OF Shufly)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **DAVID L BLACKSTONE and JULIE S BLACKSTONE**, 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 27 day of July, 20 01.

My commission expires June 15, 2002

Donna A. King
Notary Public

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 _____.

My commission expires _____

Notary Public

Exhibit "A"

Lot 1203, according to the Survey of Brook Highland, 11th Sector, Phase II, an Eddleman Community, as recorded in Map Book 22, Page 36 A & B, in the Probate Office of Shelby County, Alabama..

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