

Inst # 2001-35353

08/20/2001-35353  
10:01 AM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE  
002 MSB 39.50

WHEN RECORDED MAIL TO:  
REGIONS BANK  
ALABASTER  
124 MARKET CENTER DRIVE  
ALABASTER, AL 35007

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY



## MODIFICATION OF MORTGAGE



\*DOC4800000000290052266000000\*

THIS MODIFICATION OF MORTGAGE dated August 10, 2001, is made and executed between JAMES G BUNN, whose address is 107 SHALIMAR TRCE, ALABASTER, AL 35007-7006 and PAULA BUNN, whose address is 107 SHALIMAR TRCE, ALABASTER, AL 35007-7006; HUSBAND AND WIFE (referred to below as "Grantor") and REGIONS BANK, whose address is 124 MARKET CENTER DRIVE, ALABASTER, AL 35007 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated October 1, 1999 (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

Recorded October 22, 1999 in Instrument #199943665 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:

Lot 43, according to the Survey of Shalimar Point, as recorded in Map Book 14, Page 105, in the Probate Office of Shelby County, Alabama.

The Real Property or its address is commonly known as 107 Shalimar Trace, Alabaster, AL 35007.

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

Increase principal from \$13,000.00 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 AUGUST 10, 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 James G. Bunn (Seal)  
JAMES G BUNN, Individually

X Paula Bunn (Seal)  
PAULA BUNN, 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 Shelby )

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **JAMES G BUNN and PAULA BUNN**, 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 10<sup>th</sup> day of August, 20 01  
Kaiser Alexander  
Notary Public

My commission expires My Commission Expires 12-15-2011

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\_\_\_\_\_  
\_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_

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