

Inst # 2001-41444

WHEN RECORDED MAIL TO:
REGIONS BANK
SHELBY COUNTY REAL ESTATE
2964 PELHAM PARKWAY
PELHAM, AL 35124

09/25/2001-41444
12:52 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 CH 27.50

029-1173251-0001

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY



MODIFICATION OF MORTGAGE



DOC48000000011732510001000000

THIS MODIFICATION OF MORTGAGE dated September 6, 2001, is made and executed between CHARLES DARAIN ROGERS, whose address is 1234 CAHABA RIVER PARK, BIRMINGHAM, AL 35243-3267 and DANA W ROGERS, whose address is 1234 CAHABA RIVER PARC, BIRMINGHAM, AL 35243-3267; HUSBAND AND WIFE (referred to below as "Grantor") and REGIONS BANK, whose address is 2964 PELHAM PARKWAY, PELHAM, AL 35124 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated March 23, 2001 (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

Recorded April 25, 2001 in Instrument #200116065 in the Probate Office of Shelby County, Alabama.

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

Lot 18, according to the Survey of Twin Oaks, as recorded in Map Book 22, Page 108 in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama. Mineral and mining rights excepted.

The Real Property or its address is commonly known as Lot 18 - Twin Oaks, Chelsea, AL 35043.

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

Increase principal from \$135,000.00 to \$144,000.00.

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, including accommodation makers, 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.

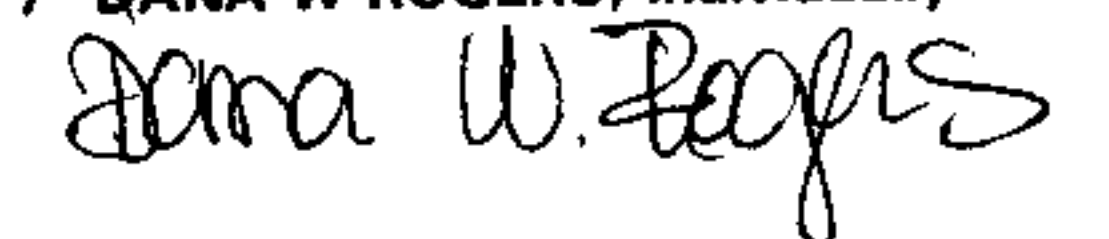
GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED SEPTEMBER 6, 2001. THIS MODIFICATION IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS MODIFICATION IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.

This Notice is required by Alabama law. In this Notice the term "you" means the Grantor named above.

CAUTION - - IT IS IMPORTANT THAT YOU THOROUGHLY READ THE CONTENTS OF THIS CONTRACT BEFORE YOU SIGN IT.

GRANTOR:

X  (Seal)
CHARLES DARAIN ROGERS, Individually

X  (Seal)
DANA W ROGERS, Individually


LENDER:

X _____ (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

Name: Birmingham Central Send
Address: 417 North 20th Street
City, State, ZIP: Birmingham, AL 35203

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Alabama

)

COUNTY OF Shelby

) SS

)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **CHARLES DARAIN ROGERS and DANA W ROGERS**, 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 6 day of September, 2001.

Laurie D. Holland
Notary Public

My commission expires 2-25-2005

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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