

WHEN RECORDED MAIL TO:

REGIONS BANK
FIVE POINTS SOUTH
941 20TH STREET SOUTH
BIRMINGHAM, AL 35205

Inst # 2001-43066

10/04/2001-43066
01:10 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 CH 44.00

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY



MODIFICATION OF MORTGAGE



DOC48000000000039020935000000

THIS MODIFICATION OF MORTGAGE dated September 24, 2001, is made and executed between JANET M NEWTON, whose address is 3333 INDIAN CREST DR, INDIAN SPRINGS, AL 35124; AN UNMARRIED WOMAN (referred to below as "Grantor") and REGIONS BANK, whose address is 941 20TH STREET SOUTH, BIRMINGHAM, AL 35205 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated December 15, 1997 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

Recorded on 12-12-1997 in Inst # 1997-41478 in the Probate Office of Shelby County, AL.

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

A parcel of land in SW 1/4 of the SW 1/4 of Section 15, Township 19 South, Range 2 West, Shelby County, Alabama, described as follows: Commence at the Northeast corner of said 1/4 1/4 thence run South along the east 1/4 1/4 line 486.0 feet to the center of Indian Crest Drive and the point of beginning; thence continue last course 499.68 feet; thence turn right 61 deg. 56 min. 30 sec. and run Southwest 257.70 feet; thence turn right 116 deg. 50 min. 14. sec. and run North 435.55 feet to a point on the center of said Crest Drive; thence turn right 53 deg. 07 min. 12 sec. and run Northeast along said 300.00 feet to the point of beginning; being situated in Shelby County, Alabama, LESS AND EXCEPT that part lying within the right of way of said road.

The Real Property or its address is commonly known as 3333 INDIAN CREST DR, INDIAN SPRINGS, AL 35124.

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

Increase Principal balance by \$20,000.00 from \$20,000.00 to \$40,000.00.

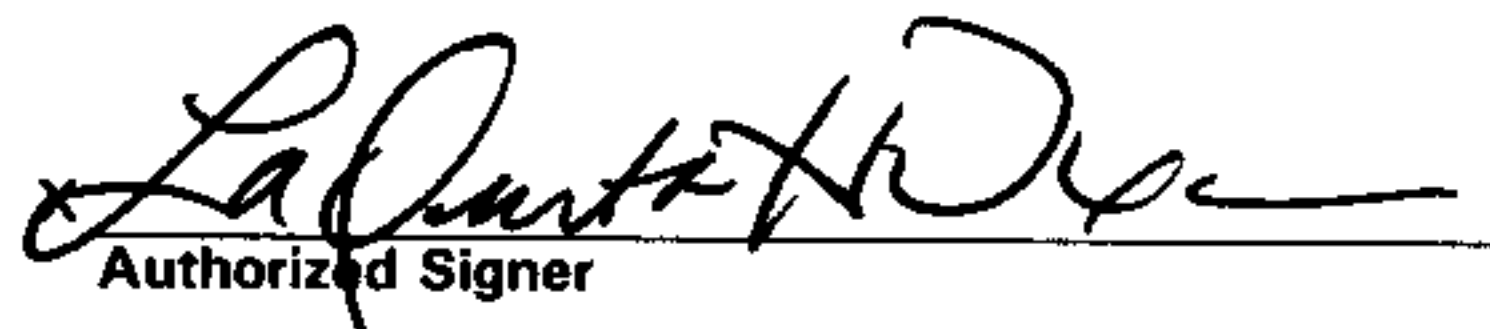
CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right 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 SEPTEMBER 24, 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)
JANET M. NEWTON, Individually

LENDER:

 (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

Name: Rosalind H. Little, Loan Processor
Address: 417 North 20th Street
City, State, ZIP: Birmingham, AL 35203

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 **JANET M NEWTON**, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said Modification, he or she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 24th day of September, 20 01.
Catherine L. Hickey
Notary Public

My commission expires 5/29/04

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 Lagarta N. Dixon 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 24th day of September, 20 01.
Catherine L. Hickey
Notary Public

My commission expires 5/29/04

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