

WHEN RECORDED MAIL TO:
REGIONS BANK
WILDWOOD
210 LAKESHORE PARKWAY
BIRMINGHAM, AL 35209

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE



MODIFICATION OF MORTGAGE



DOC48000000000030240845000000

THIS MODIFICATION OF MORTGAGE dated November 16, 2001, is made and executed between KURT ALAN MARTIN, whose address is 120 PARK PLACE CIR, ALABASTER, AL 35007-5163 and THERESA LYNN MARTIN, whose address is 120 PARK PLACE CIR, ALABASTER, AL 35007-5163; HUSBAND AND WIFE (referred to below as "Grantor") and REGIONS BANK, whose address is 210 LAKESHORE PARKWAY, BIRMINGHAM, AL 35209 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated July 10, 2000 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

Recorded on July 17, 2000 in Instrument No. 2000-23850 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 11, according to the Survey of Park Place, Third Addition, as recorded in Map Book 17, Page 83, in the Probate Office of Shelby County, Alabama

The Real Property or its address is commonly known as 120 PARK PLACE CIR, ALABASTER, AL 35007-5163.

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

Increase in Principal by \$2,000, from \$10,000 to \$12,000.

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 NOVEMBER 16, 2001.

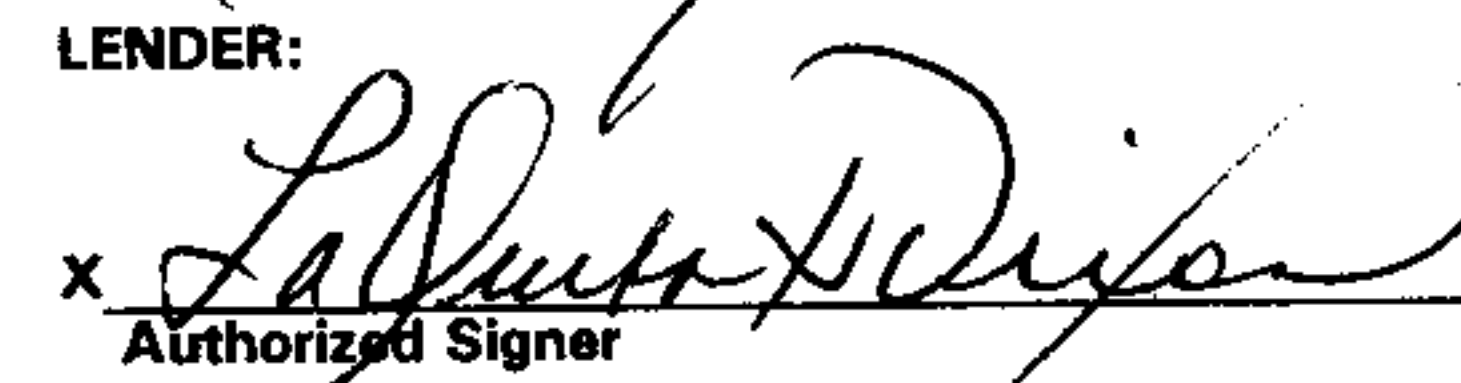
THIS MODIFICATION IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS MODIFICATION IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.

GRANTOR:

x  (Seal)
KURT ALAN MARTIN, Individually

x  (Seal)
THERESA LYNN MARTIN, Individually

LENDER:

x  (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

Name: JoAnn Green, Loan Processor
Address: 417 North 20th Street
City, State, ZIP: Birmingham, AL 35203

Instrument # 2001-51205

11/27/2001-51205
CERTIFIED
03:07 PM
JUDGE OF PROBATE
SHELBY COUNTY, AL

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Alabama

)

COUNTY OF Jefferson

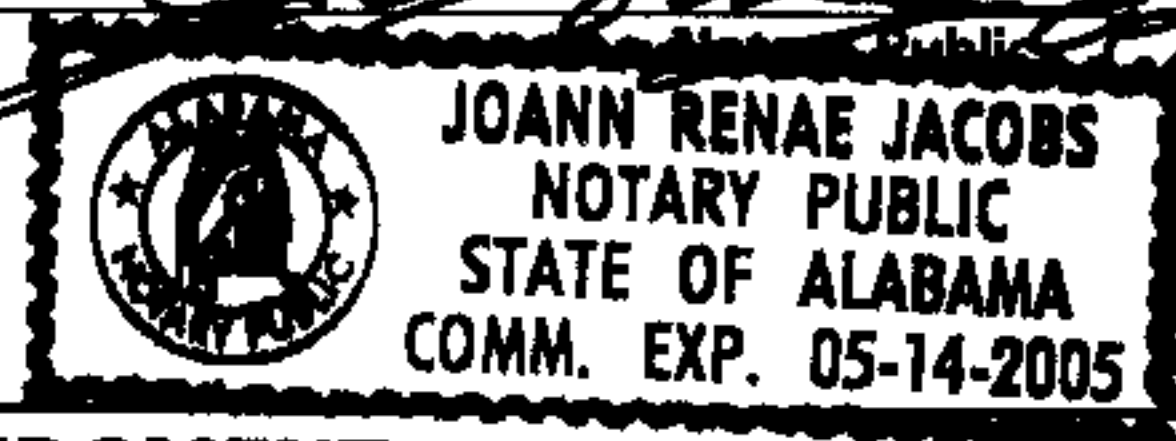
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I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that KURT ALAN MARTIN and THERESA LYNN MARTIN, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on 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 16th day of November, 2001.

My commission expires 5/14/05



LENDER ACKNOWLEDGMENT

STATE OF Alabama

)

COUNTY OF Jefferson

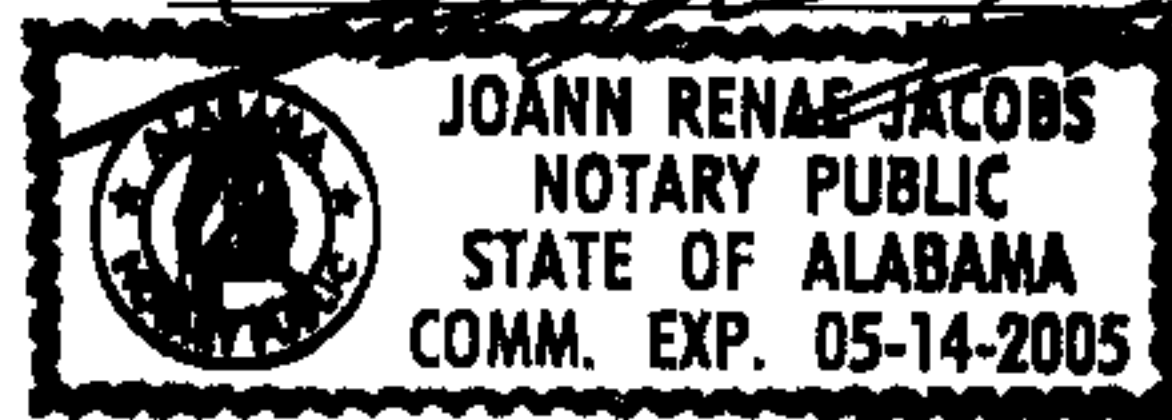
) SS

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I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Regions Bank 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 16th day of November, 2001.

My commission expires 5/14/2005



Inst # 2001-51205

11/27/2001-51205
03:07 PM CERTIFIEDSHELBY COUNTY JUDGE OF PROBATE
002 MEL 17.00