

• WHEN RECORDED MAIL TO:

REGIONS BANK  
PROFESSIONAL SERVICES  
NORTH 20TH STREET  
BIRMINGHAM, AL 35203

Inst # 2001-54382

12/12/2001-54382  
09:23 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
DOE THE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY



MODIFICATION OF MORTGAGE



\*DOC48000000000030240812000000\*

THIS MODIFICATION OF MORTGAGE dated November 2, 2001, is made and executed between DAVID O SYLTIE, whose address is 1946 CHANDAWAY DR, PELHAM, AL 35124-1418 and ALICE SYLTIE, whose address is 1946 CHANDAWAY DR, PELHAM, AL 35124-1418; HUSBAND AND WIFE (referred to below as "Grantor") and REGIONS BANK, whose address is NORTH 20TH STREET, BIRMINGHAM, AL 35203 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated July 21, 1992 (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

Real estate mortgage recorded on 07/28/1992 in Instrument Number 199215279 in the original amount of \$30,000.00.

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

Lot 93, according to the Survey of Chandalar South, 2nd Sector, as recorded in Map Book 6, Page 12 in the Probate Office of Shelby County, Alabama

The Real Property or its address is commonly known as 1946 Chandaway Drive, Pelham, AL 35124.

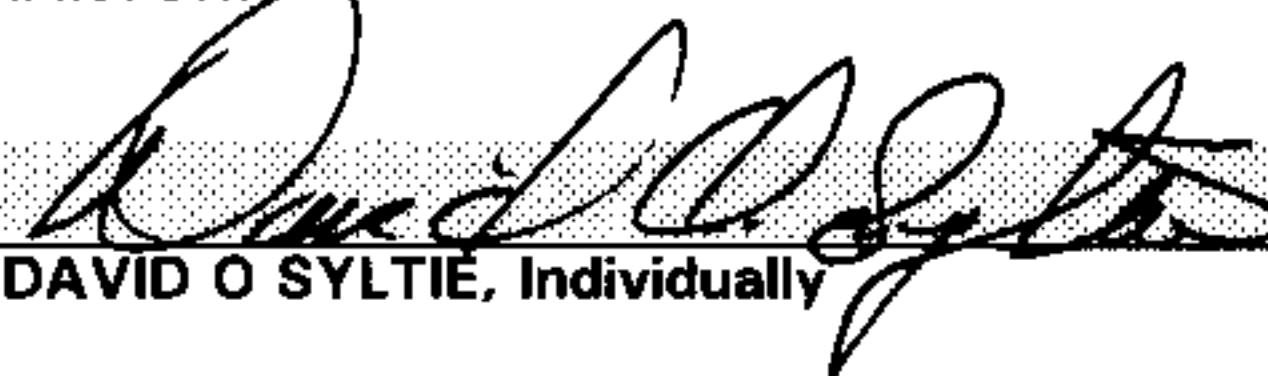
MODIFICATION. Lender and Grantor hereby modify the Mortgage as follows:

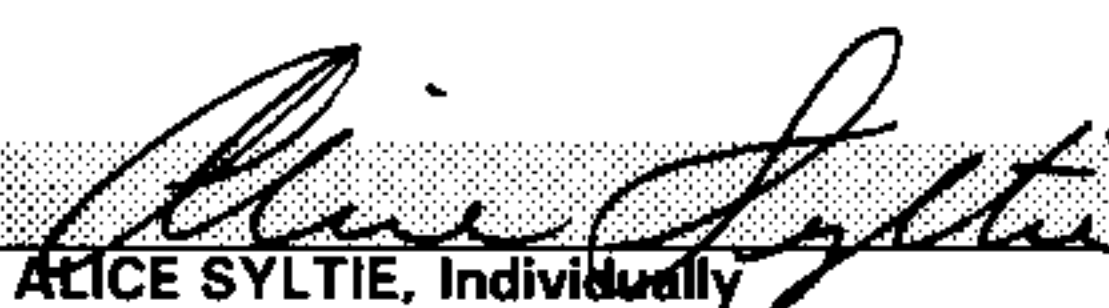
Increase principal amount of loan from \$30,000.00 to \$50,000.00.

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 NOVEMBER 2, 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)  
DAVID O SYLTIE, Individually

x  (Seal)  
ALICE SYLTIE, Individually

LENDER:

x  (Seal)  
Authorized Signer

This Modification of Mortgage prepared by:

Name: Scott Russell  
Address: NORTH 20TH STREET  
City, State, ZIP: BIRMINGHAM, AL 35203

## INDIVIDUAL ACKNOWLEDGMENT

STATE OF Alabama )  
COUNTY OF Jefferson ) SS  
)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that DAVID O SYLTIE and ALICE SYLTIE, 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 2nd day of Nov, 20 01.

Martina B. McBe  
Notary Public

My commission expires 3/6/05

## LENDER ACKNOWLEDGMENT

STATE OF Alabama )  
COUNTY OF Jefferson ) SS  
)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Scott Russell 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 2nd day of Nov, 20 01.

Martina B. McBe  
Notary Public

My commission expires 3/6/05

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