

Inst # 2002-09789

WHEN RECORDED MAIL TO:

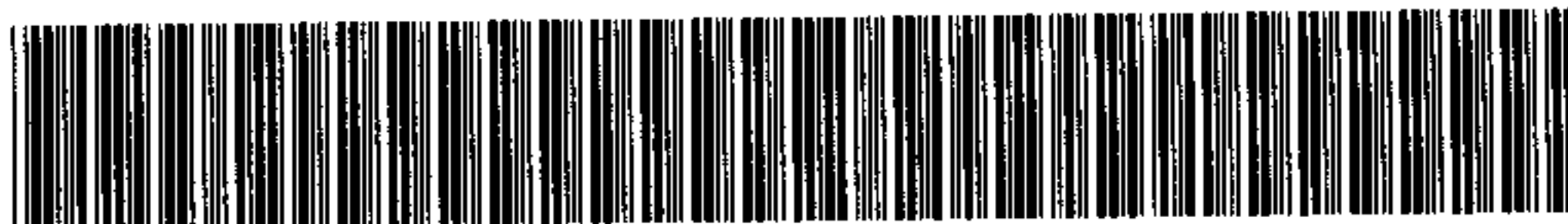
REGIONS BANK
CORPORATE LOANS
417 NORTH 20TH STREET
BIRMINGHAM, AL 35203

02/28/2002-09789
11:17 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 MEL 302.00

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY



MODIFICATION OF MORTGAGE



DOC48000000000030241086000000

THIS MODIFICATION OF MORTGAGE dated February 15, 2002, is made and executed between RALPH E CASH, whose address is 2012 LAKEMOOR DR, BIRMINGHAM, AL 35244-1414 and AUGUSTA W CASH, whose address is 2012 LAKEMOOR DR, BIRMINGHAM, AL 35244-1414; HUSBAND AND WIFE (referred to below as "Grantor") and REGIONS BANK, whose address is 417 NORTH 20TH STREET, BIRMINGHAM, AL 35203 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated February 4, 1987 (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

Recorded on February 13, 1987 in Book 15 Page 46 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:

See Exhibit A, which is attached to this Modification and made a part of this Modification as if fully set forth herein.

The Real Property or its address is commonly known as 2012 LAKEMOOR DR, BIRMINGHAM, AL 35244-1414.

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

Extend Maturity date to February 28, 2012 with credit line in the amount of \$190,000.00.

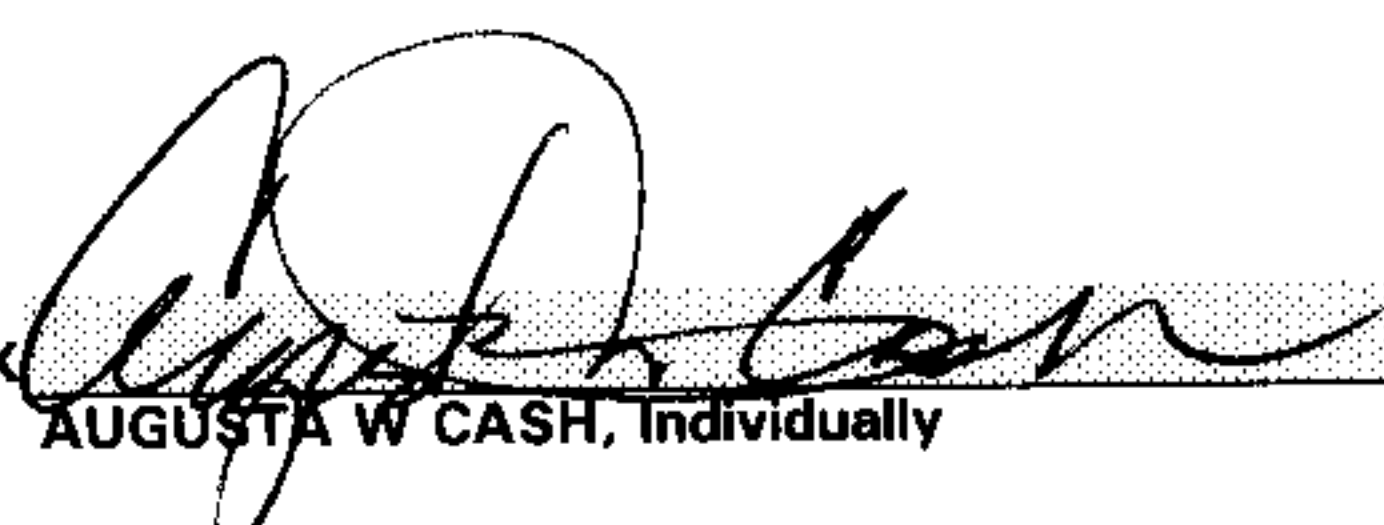
CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right 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 endorers 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 FEBRUARY 15, 2002.

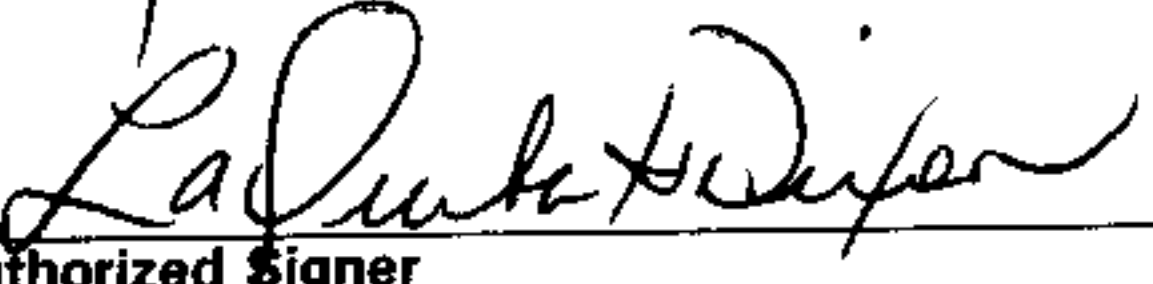
THIS MODIFICATION IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS MODIFICATION IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.

GRANTOR:

X  (Seal)
RALPH E CASH, Individually

X  (Seal)
AUGUSTA W CASH, Individually

LENDER:

X  (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

MODIFICATION OF MORTGAGE
(Continued)

Page 2

Loan No: 0030241086

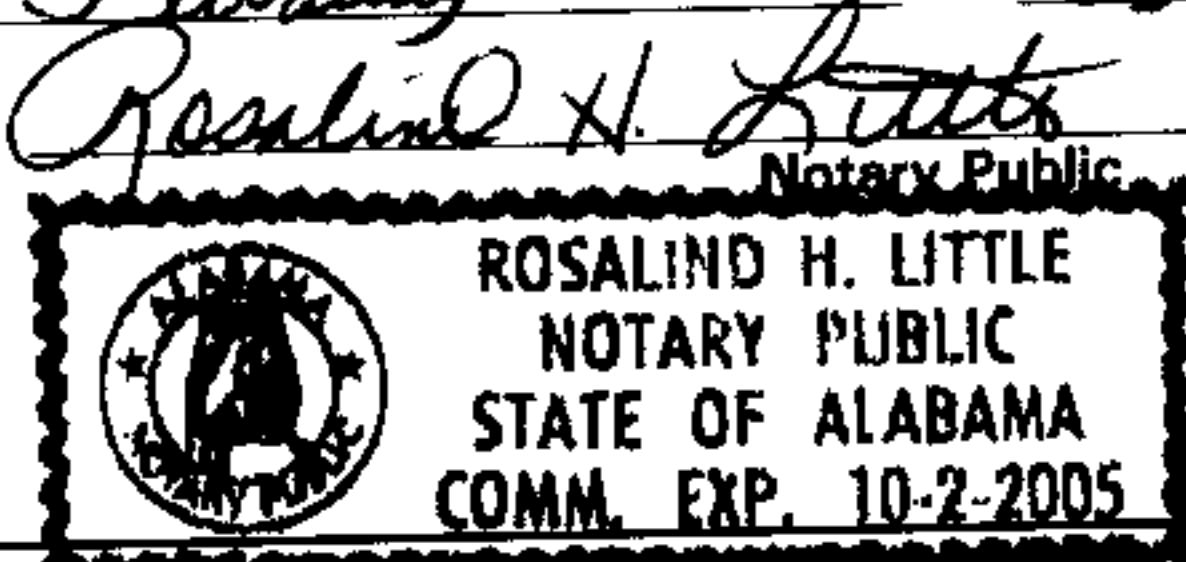
INDIVIDUAL ACKNOWLEDGMENT

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 RALPH E CASH and AUGUSTA W CASH, 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 15th day of February, 20 02.

My commission expires _____



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 _____ 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 15th day of February, 20 02.

My commission expires _____

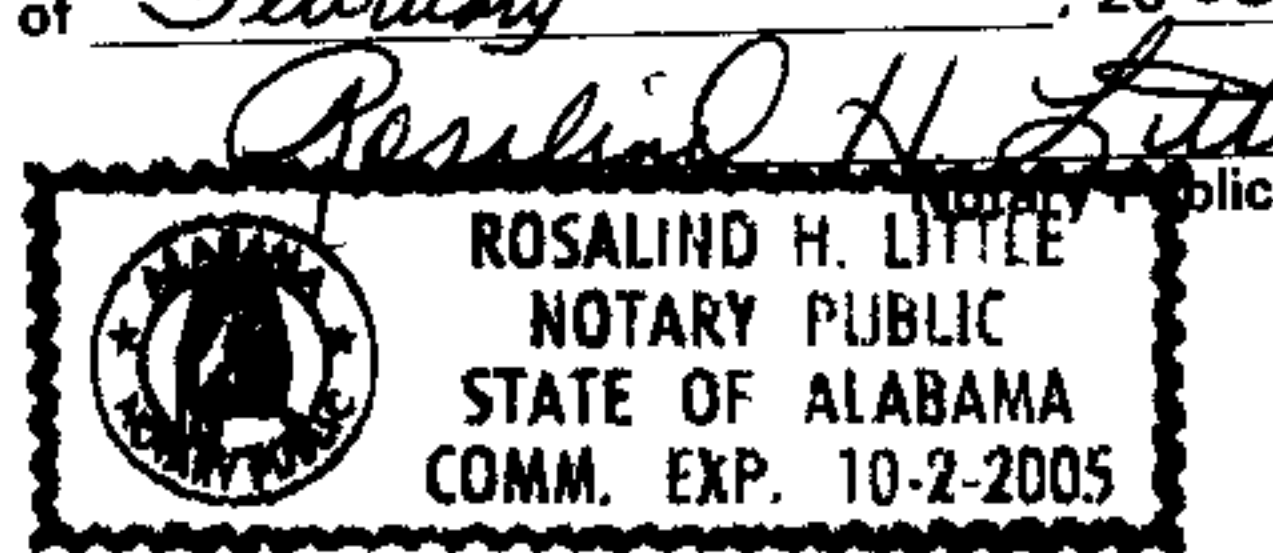


Exhibit A

All of Lot 24-A and a part of Lot 25-A, Resurvey of Lots 24 and 25; Third Addition to Riverchase Country Club Residential Subdivision as recorded in the Office of the Judge of Probate of Shelby County, Alabama, in Map Volume 7, page 146; said part of Lot 25-A being more particularly described as follows: From the most northerly corner of said Lot 24-A (being a common corner with Lot 25-A) run in a southeasterly direction along the common line between Lots 24-A, and 25-A for a distance of 67.33 feet to the point of beginning, thence turn an angle to the left of 3 degrees 49' and run in an easterly direction for a distance of 35.05 feet, thence turn an angle to the right of 5 degrees 59' 30" and run in a southeasterly direction for a distance of 42.05 feet, thence turn an angle to the left of 9 degrees 12' 08" and run in an easterly direction for a distance of 42.22 feet, thence turn an angle to the left of 35 degrees 65' 46" and run in a northeasterly direction for a distance of 60.74 feet, thence turn an angle to the right of 16 degrees 00' 45" and run in an easterly direction for a distance of 51.61 feet, more or less, to the most easterly corner of Lot 25-A, thence turn an angle to the right and run in Southwesterly direction along the common line of said Lots 24-A and 25-A for a distance of 117.22 feet to a common corner of said Lots 24-A and 25-A, thence turn an angle to the right and run in a northwesterly direction along the common line of said Lots 24-A and 25-A for a distance of 114.95 feet, more or less, to the point of beginning.

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