

WHEN RECORDED MAIL TO:

REGIONS BANK
COLUMBIANA
P.O. BOX 946
21325 HWY 25
COLUMBIANA, AL 35051

SEND TAX NOTICES TO:

REGIONS BANK
COLUMBIANA
P.O. BOX 946
21325 HWY 25
COLUMBIANA, AL 35051

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY



MODIFICATION OF MORTGAGE



DOC48002900000290053007000000

THIS MODIFICATION OF MORTGAGE dated July 11, 2002, is made and executed between **GENE A JERNIGAN**, whose address is 89 ANGLERS LN, SHELBY, AL 35143-5030 and **MARIAN F JERNIGAN**, whose address is 89 ANGLERS LN, SHELBY, AL 35143-5030; HUSBAND AND WIFE (referred to below as "Grantor") and **REGIONS BANK**, whose address is P.O. BOX 946, 21325 HWY 25, COLUMBIANA, AL 35051 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated April 3, 2002 (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

recorded on 04/03/2002 in the Office of the Judge of Probate in Instrument #200216976.

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 89 Anglers Lane, Shelby, AL 35143.

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


Principal increase from \$15,000 to \$25,000.

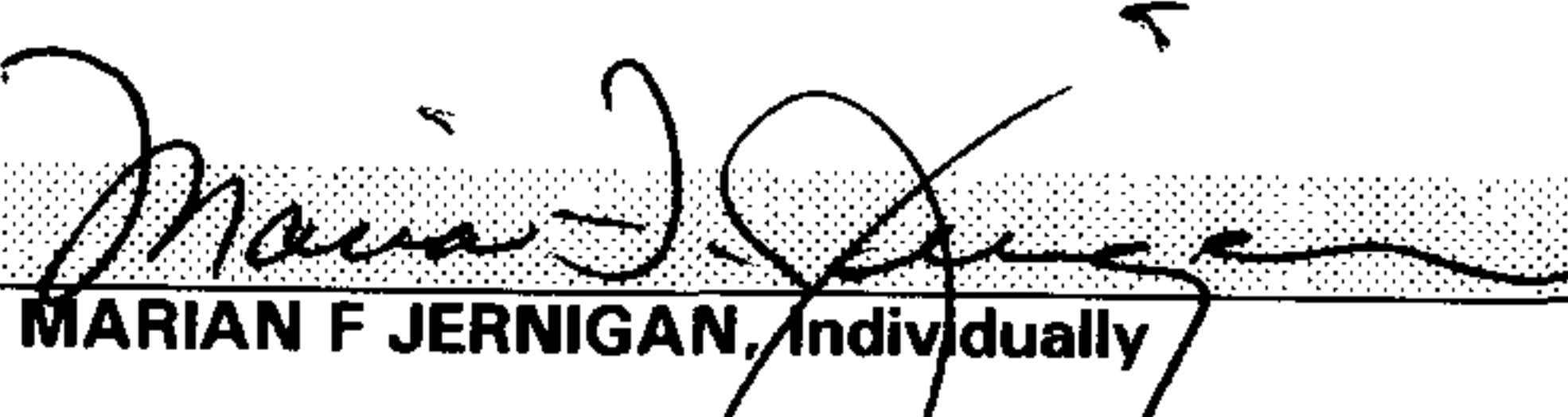
CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right 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 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 JULY 11, 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)
GENE A JERNIGAN, Individually

X  (Seal)
MARIAN F JERNIGAN, Individually

LENDER:

X _____ (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

Name: Karen Murphy
Address: P.O. BOX 946
City, State, ZIP: COLUMBIANA, AL 35051

MODIFICATION OF MORTGAGE
(Continued)

Loan No: 02900000290053007

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INDIVIDUAL ACKNOWLEDGMENT

STATE OF Alabama

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COUNTY OF Shelby

) SS

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I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **GENE A JERNIGAN and MARIAN F JERNIGAN, HUSBAND AND WIFE**, 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 11 day of July, 2002

**MY COMMISSION EXPIRES
MAY 2, 2006**

My commission expires _____

[Signature]
Notary Public

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 _____

EXHIBIT "A"

* Commence at the Northwest corner of Section 25, Township 24 North, Range 13 East, Shelby County, Alabama, thence run Easterly along said Section line 261.40' to a point, thence turn 43 degrees 43 minutes 08 seconds right and run 100.0' to a point, thence turn 4 degrees 0 minutes 0 seconds right and run 100.0' to a point, thence turn 2 degrees 25 minutes 0 seconds right and run 110.0' to a point, thence turn 19 degrees 0 minutes 0 seconds left and run 100.0' to the point of beginning of the property being described, thence turn 11 degrees 27 minutes 0 seconds left and run along water line contour a chord distance of 95.65' to a point, thence turn 64 degrees 40 minutes 42 seconds left and run Northeasterly 544.63' to a point, thence turn 90 degrees 0 minutes 0 seconds left and run 40.0' to a point, thence turn 85 degrees 10 minutes 10 seconds left and run Southwesterly 587.06' to the point of beginning.