

WHEN RECORDED MAIL 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



DOC48002900000290053120000000

THIS MODIFICATION OF MORTGAGE dated September 4, 2002, is made and executed between DAVID LEE WARREN, whose address is 303 N DEBORAH DR, COLUMBIANA, AL 35051-5314 and KELLEY M WARREN, whose address is 303 N DEBORAH DR, COLUMBIANA, AL 35051-5314; 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 June 28, 2002 (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

Recorded 07-10-2002 in the Office of Judge of Probate, Instrument Number 2002071000319070.

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 303 N Deborah Drive, Columbiana, AL 35051.

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

Principal Increase from \$36,000.00 to \$48,000.00.

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 4, 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)
DAVID LEE WARREN, Individually

X  (Seal)
KELLEY M WARREN, 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

INDIVIDUAL ACKNOWLEDGMENT

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **DAVID LEE WARREN and KELLEY M WARREN, 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 4 day of Sept, 2006

STATE OF Alabama COUNTY OF Shelby

My COMMISSION EXPIRES MAY 2, 2006

My commission expires _____

Notary Public [Signature]

LENDER ACKNOWLEDGMENT

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____.

STATE OF _____ COUNTY OF _____

My commission expires _____

Notary Public _____

Shelby

County, Alabama to-wit:

Lot No. 7, First Addition to Triple Springs, First Sector, as shown by map or plat recorded in Map Book 6, at Page 51, in the Office of the Judge of Probate of Shelby County, Alabama.
Situated in Shelby County, Alabama.

Subject to easements as shown on plat recorded in Map Book 6, Page 51, in said Probate Office; Restrictions as recorded in Misc. Book 12, Page 309; Transmission line permit to Alabama Power Company as recorded in Deed Book 143, Page 368 and Deed Book 226, Page 703; and easement to Alabama Power Company and South Central Bell Telephone and Telegraph Co, recorded in Deed Book 295, Page 662, all in the Probate Office of Shelby County, Alabama.