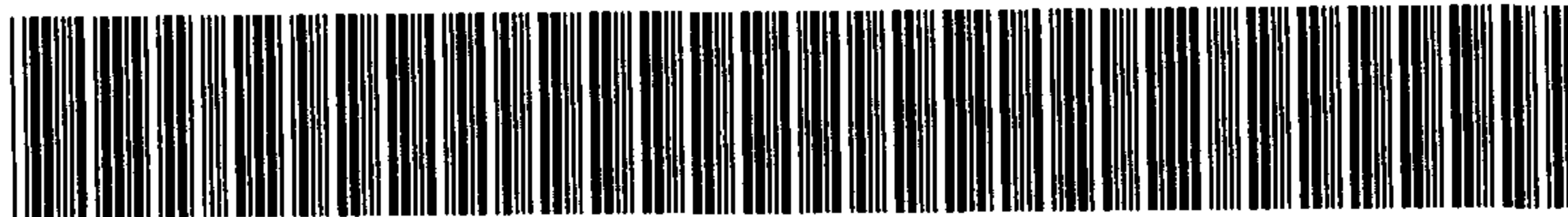


WHEN RECORDED MAIL TO:  
REGIONS BANK  
ALABASTER  
124 MARKET CENTER DRIVE  
ALABASTER, AL 35007

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY



## MODIFICATION OF MORTGAGE



\*DOC48002900000290052543000000\*

THIS MODIFICATION OF MORTGAGE dated September 24, 2002, is made and executed between TERRY L MASSEY, whose address is 1357 2ND AVE SW, ALABASTER, AL 35007-9779 and MARSHA G MASSEY, whose address is 1357 2ND AVE SW, ALABASTER, AL 35007-9779; HUSBAND AND WIFE (referred to below as "Grantor") and REGIONS BANK, whose address is 124 MARKET CENTER DRIVE, ALABASTER, AL 35007 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated December 26, 2000 (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

Recorded on 01-17-01 in Instrument dated 200101710.

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

Lot 7, according to Kenton Brast Nickerson Subdivision, as shown on Map Recorded in Map Book 5 page 53 in The Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

The Real Property or its address is commonly known as 1357 2nd Avenue S, Alabaster, AL 35007.

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

Increase Line of Credit from \$50,000.00 to \$63,500.00, increase margin to 1.75%.

**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 SEPTEMBER 24, 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)  
TERRY L MASSEY, Individually

x  (Seal)  
MARSHA G MASSEY, Individually

LENDER:

x  (Seal)  
Authorized Signer

This Modification of Mortgage prepared by:

Name: Karen Murphy  
Address: 124 MARKET CENTER DRIVE  
City, State, ZIP: ALABASTER, AL 35007

## INDIVIDUAL ACKNOWLEDGMENT

STATE OF Alabama )  
COUNTY OF Shelby ) SS  
)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **TERRY L MASSEY and MARSHA G MASSEY, 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 25th day of September, 2002.

Gwendolyn K. Cupp  
Notary Public

My commission expires MY COMMISSION EXPIRES JULY 30, 2005

## LENDER ACKNOWLEDGMENT

STATE OF Alabama )  
COUNTY OF Shelby ) SS  
)

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 25th day of September, 2002.

Gwendolyn K. Cupp  
Notary Public

My commission expires MY COMMISSION EXPIRES JULY 30, 2005