

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



DOC4800000007177030001000000

THIS MODIFICATION OF MORTGAGE dated November 5, 2002, is made and executed between Maurice Lane, a married man, whose address is 1811 Highway 31, SAGINAW, AL 35137-0159 and Kye Lane, a married man, whose address is 1811 Highway 31, SAGINAW, AL 35137-0159; (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 August 13, 2002 (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

recorded on 8/21/2002 in the Judge of Probate Office in Instrument #20020821 000398130.

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

Lot 2-B according to a ReSubdivision of Lot 2 Nannie Dee Durden Estates, as recorded in Map Book 17, Page 1, in the Probate Office of Shelby County, Alabama

The Real Property or its address is commonly known as 1811 Highway 31, Saginaw, AL 35137.

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

Increase loan amount from \$50,000.00 to \$220,000.00.

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 endorser 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 5, 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 Maurice Lane (Seal)
Maurice Lane, Individually

X Kye Lane (Seal)
Kye Lane, Individually

LENDER:

X Matthew Murphy
Debra Higgins (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

Name: Debra Higgins
Address: 124 MARKET CENTER DRIVE
City, State, ZIP: ALABASTER, AL 35007

Loan No: 07177030001

MODIFICATION OF MORTGAGE
(Continued)

20021112000561270 Pg 2/2 269.00
Shelby Cnty Judge of Probate, AL
11/12/2002 14:11:00 FILED/CERTIFIED =

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Alabama)
) SS
COUNTY OF Shelby)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **Maurice Lane and Kye Lane, A MARRIED MAN**, 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 5th day of November, 2002.

Karen A. Murphy
Notary Public

My commission expires My Commission Expires 1-04-06

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 _____