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20021209000612390 Pg 1/2 15.00  
Shelby Cnty Judge of Probate, AL  
12/09/2002 09:14:00 FILED/CERTIFIED

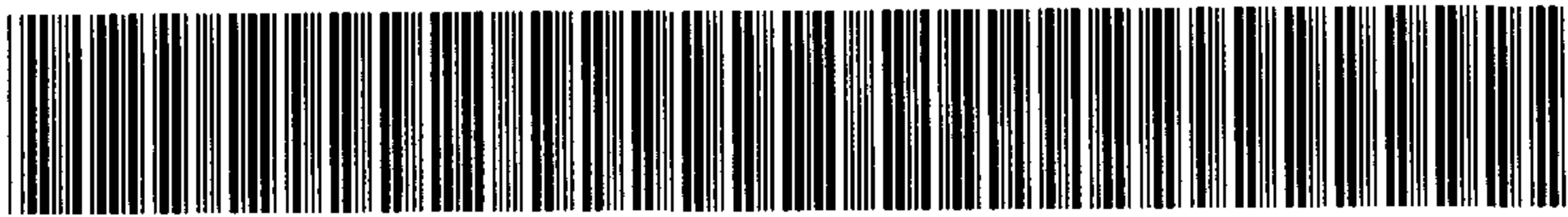
WHEN RECORDED MAIL TO:

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

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY



MODIFICATION OF MORTGAGE



\*DOC48000300000030258218000000\*

THIS MODIFICATION OF MORTGAGE dated November 19, 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 Jefferson County, State of Alabama, as follows:

recorded on 2/13/1987 in the office of the Judge of Probate in Book# 115, Page# 46.

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

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 Shelby County, Alabama, in Map Volume 7, Page 146.

The Real Property or its address is commonly known as 2012 Lakemoor Drive, Birmingham, AL 35244.

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

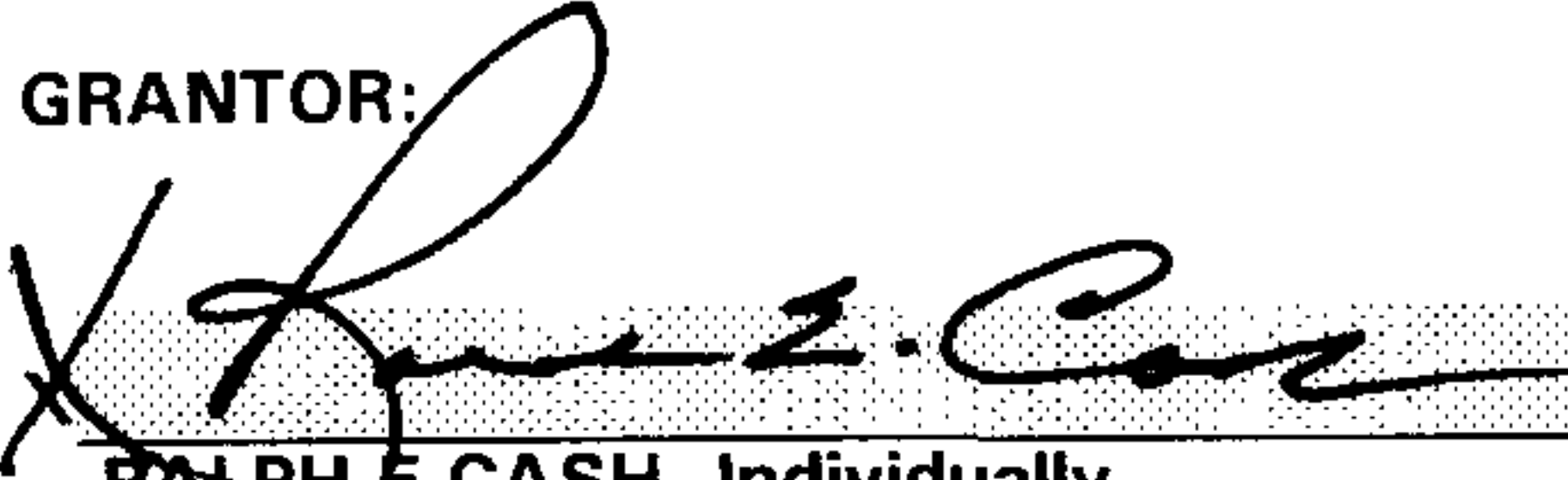
Decrease Principal Amount from \$190,000.00 to \$115,000.00.

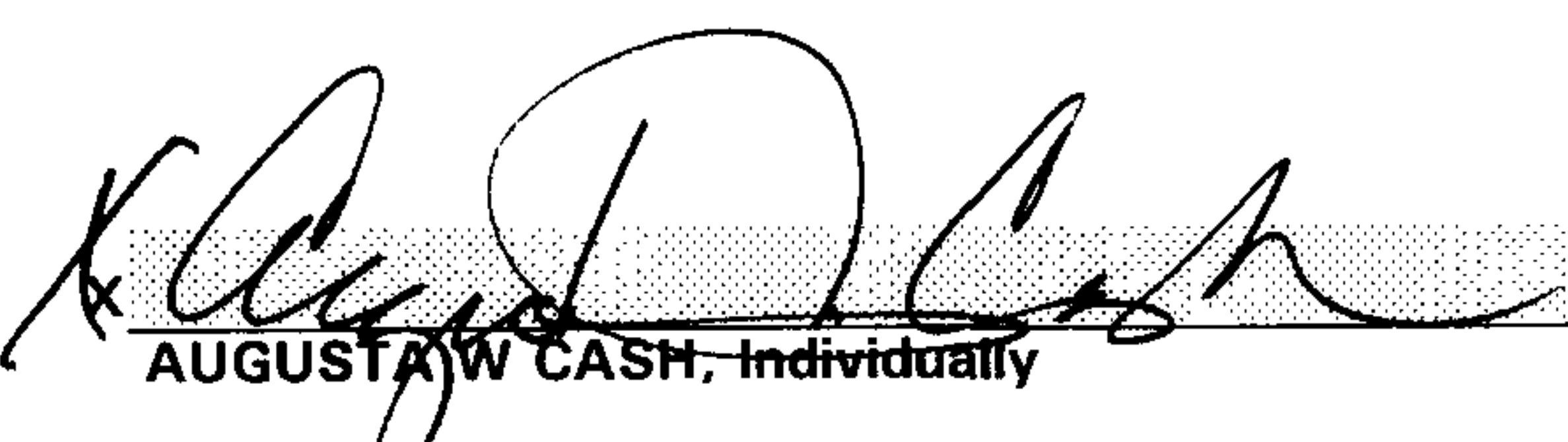
CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right 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 NOVEMBER 19, 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:

  
RALPH E CASH, Individually (Seal)

  
AUGUSTA W CASH, Individually (Seal)

LENDER:

X \_\_\_\_\_ (Seal)  
Authorized Signer

This Modification of Mortgage prepared by:

Name: Lu Ann Moon  
Address: 417 NORTH 20TH STREET  
City, State, ZIP: BIRMINGHAM, AL 35203

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 **RALPH E CASH and AUGUSTA W CASH, 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 19th day of November, 2002.  
[Signature]  
Notary Public

My commission expires 10.2.05

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 \_\_\_\_\_