

WHEN RECORDED MAIL TO:
REGIONS BANK
WILDWOOD
210 LAKESHORE PARKWAY
BIRMINGHAM, AL 35209

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY



MODIFICATION OF MORTGAGE



DOC48000300000030258390000000

THIS MODIFICATION OF MORTGAGE dated December 31, 2002, is made and executed between **DAVID H SLABAUGH**, whose address is 140 CROSSCUT RD, ALABASTER, AL 35007-9579 and **JANE E SLABAUGH**, whose address is 140 CROSSCUT RD, ALABASTER, AL 35007-9579; HUSBAND AND WIFE (referred to below as "Grantor") and **REGIONS BANK**, whose address is 210 LAKESHORE PARKWAY, BIRMINGHAM, AL 35209 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated October 15, 1992 (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

Recorded 10-21-92 Instrument Number 1992-24131.

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

Lots 15 and 16, according to the Map and Survey of Camp Branch Estates, Second Addition, as recorded in Map Book 11, Page 104 A & B, In The Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

The Real Property or its address is commonly known as 140 Crosscut Road, Alabaster, AL 35007-9579.

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

Equity Asset Line of Credit in the amount of \$18,000.00. Extend Maturity date to 12-31-12.

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 DECEMBER 31, 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 H SLABAUGH, Individually

X  (Seal)
JANE E SLABAUGH, Individually

LENDER:

X  (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

Name: Cathy Hollifield
Address: 210 LAKESHORE PARKWAY
City, State, ZIP: BIRMINGHAM, AL 35209

MODIFICATION OF MORTGAGE
(Continued)

Loan No: 00300000030258390

20030122000042300 Pg 2/2 41.00
Shelby Cnty Judge of Probate, AL
01/22/2003 13:23:00 FILED/CERTIFIED

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Alabama)
) SS
COUNTY OF Jefferson)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **DAVID H SLABAUGH and JANE E SLABAUGH, 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 December 31st day of December, 2002.
Catherine L. Jones
Notary Public

My commission expires 5/29/04

LENDER ACKNOWLEDGMENT

STATE OF Alabama)
) SS
COUNTY OF Jefferson)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Regions Bank 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 31st day of December, 2002.
Catherine L. Jones
Notary Public

My commission expires 5/29/04