

WHEN RECORDED MAIL TO:

✓ REGIONS BANK (File)
HELENA
335 HELENA MARKETPLACE
HELENA, AL 35080

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY



MODIFICATION OF MORTGAGE



DOC48002900000290053394000000

THIS MODIFICATION OF MORTGAGE dated February 5, 2003, is made and executed between Sammy Joe Johnson, whose address is 8799 Helena Road, Pelham, AL 35080-0000 and PATSY L JOHNSON, whose address is 8799 HELENA RD, PELHAM, AL 35124-2732; HUSBAND AND WIFE (referred to below as "Grantor") and REGIONS BANK, whose address is 335 HELENA MARKETPLACE, HELENA, AL 35080 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage (the "Mortgage").

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

Lot# 8, according to plat of Valley Dale Estates Subdivision which is recorded in Map Book 4, Page 90, Office of Judge of Probate, Shelby County, Alabama. Mineral and mining rights excepted.

The Real Property or its address is commonly known as 8799 Helena Road, Pelham, AL 35080.

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

~~Existing mortgage in the amount of \$65,000.00 dated 3-28-1979 and recorded Book 389-838~~
~~in instrument #19790328000037220, modified to \$135,000.00 on 2-5-03.~~

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 FEBRUARY 5, 2003.

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 Sammy Joe Johnson (Seal)
Sammy Joe Johnson, Individually

X Patsy L. Johnson (Seal)
PATSY L JOHNSON, Individually

LENDER:

X Barbara W. Moore (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

Name: Karen Murphy
Address: 335 HELENA MARKETPLACE
City, State, ZIP: HELENA, AL 35080

MODIFICATION OF MORTGAGE
(Continued)

Loan No: 02900000290053394

20030228000124050 Pg 2/2 119.00
Shelby Cnty Judge of Probate, AL je 2
02/28/2003 13:06:00 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 **Sammy Joe Johnson and PATSY L JOHNSON, 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 5TH day of Feb., 2003.

Nelda Walters
Notary Public

My commission expires NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Mar 18, 2006
BONDED THRU NOTARY PUBLIC UNDERWRITERS

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 _____