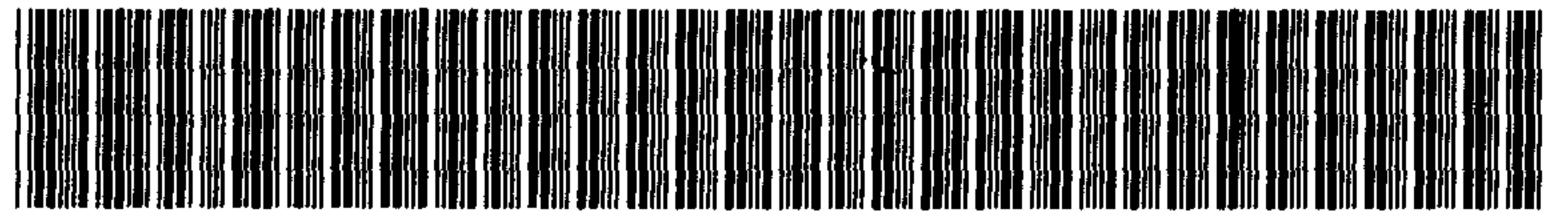
WHEN RECORDED MAIL TO:
REGIONS BANK
HELENA
335 HELENA MARKETPLACE
HELENA, AL 35080

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, PelhamAL 35080.

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

Existing mortgage in the amount 197,865,000,00 dated 3-28-1979 and recorded Book 389-838 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 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:

Many Ky Johnson

)

(Seal)

LENDER:

Authorized Signer

\_\_(Seal)

(Seal)

This Modification of Mortgage prepared by:

Name: Karen Murphy

Address: 335 HELENA MARKETPLACE City, State, ZIP: HELENA, AL 35080

## MODIFICATION OF MORTGAGE (Continued)

20030228000124050 Pg 2/2 119.00 Shelby Cnty Judge of Probate, AL Je 2 02/28/2003 13:06:00 FILED/CERTIFIED

INDIVIDI	JAL ACKNOWLI	EDGMENT
STATE OF ALABAMA	}	
	) SS	
COUNTY OF SHELBY	)	
JOHNSON, HUSBAND AND WIFE, whose names are signe on this day that, being informed of the contents of said Mod	d to the foregoing instruction, they executed	'a ĥ
Given under my hand and official seal this	day of	<u>~ 0 , 2003 </u>
	<u> </u>	elda Walters
		Notary Public
My commission expires NOTARY PUBLIC STATE OF ALAB.  MY COMMISSION EXPIRES:  BONDED THRU NOTARY PUBLIC U	Mar 18, 2006	
LENDE	RACKNOWLED	GMENT
STATE OF	}	
	) SS	
COUNTY OF	)	
I, the undersigned authority, a Notary Public in and for said	county in said state, he	reby certify that
		to the foregoing and who is known to me, acknowledged as such officer and with full authority, executed the same
Given under my hand and official seal this	day of	, 20
	- <u></u>	Notary Public
My commission expires	-	

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