

WHEN RECORDED MAIL TO:  
✓ REGIONS BANK  
HELENA (File)  
335 HELENA MARKETPLACE  
HELENA, AL 35080

029-0053396

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY



## MODIFICATION OF MORTGAGE



\*DOC48002900000290053396000000\*

**THIS MODIFICATION OF MORTGAGE** dated February 5, 2003, is made and executed between Michael Atchison, whose address is P. O. Box 822, Columbiana, AL 35051-0000 and Nena G Atchison, whose address is P. O. Box 822, Columbiana, AL 35051; 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 dated June 26, 2000 (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

Recorded on 7/11/2000 in the Office of the Judge of Probate in Instrument #2000-23103.

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

See Exhibit A, which is attached to this Modification and made a part of this Modification as if fully set forth herein.

The Real Property or its address is commonly known as 104 Mt. Dixie Road, Columbiana, AL 35051.

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

Increase principal amount of loan from \$15,000.00 to \$35,000.00.

**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 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  (Seal)  
Michael Atchison, Individually

X  (Seal)  
Nena G Atchison, Individually

LENDER:

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


This Modification of Mortgage prepared by:

Name: Louise Holland  
Address: 335 HELENA MARKETPLACE  
City, State, ZIP: HELENA, AL 35080

INDIVIDUAL ACKNOWLEDGMENT

STATE OF AL )  
 )  
COUNTY OF Shelby ) SS  
 )

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **Michael Atchison and Nena G Atchison, 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 7<sup>th</sup> day of February, 20 03.  
  
Notary Public

My commission expires 8/28/05

LENDER ACKNOWLEDGMENT

STATE OF AL )  
 )  
COUNTY OF Shelby ) SS  
 )

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 7<sup>th</sup> day of February, 20 03.  
  
Notary Public

My commission expires 8/28/05

EXHIBIT A

The South 160 feet of the North 500 feet of the following described property: a 210 foot strip of uniform width lying 60 feet West and parallel to the East boundary of the NW 1/4 of SW 1/4, which lies South of Shelby County Road No. 28 in Section 36, Township 21 South, Range 1 East, Shelby County, Alabama.