

WHEN RECORDED MAIL TO:
REGIONS BANK
PROFESSIONAL SERVICES
417 NORTH 20TH STREET
BIRMINGHAM, AL 35203

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY



MODIFICATION OF MORTGAGE



DOC48000300554000544596000000

THIS MODIFICATION OF MORTGAGE dated March 25, 2003, is made and executed between RONALD HAROLD KENT, whose address is 1001 BERRINGTON CIR, BIRMINGHAM, AL 35242-5874 and LEIGH WHITFIELD KENT, whose address is 1001 BERRINGTON CIR, BIRMINGHAM, AL 35242-5874; 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 March 11, 1999 (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

Recorded date 03/26/1999 in Instrument 1999-12765 with the Judge of Probate Office in Shelby County.

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

Lot 1035, according to the map of Brook Highland, an Eddleman Community, 10th Sector, 2nd Phase, as recorded in Map Book 18, Page 36 A & B, in the Probate Office of Shelby County, Alabama.

The Real Property or its address is commonly known as 1001 Berrington Circle, Birmingham, AL 35242.

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

Principal increase from \$29,463.00 to \$72,000.00.

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 MARCH 25, 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)
RONALD HAROLD KENT, Individually

x  (Seal)
LEIGH WHITFIELD KENT, Individually

LENDER:

x  (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

Name: Scott Russell
Address: 417 NORTH 20TH STREET
City, State, ZIP: BIRMINGHAM, AL 35203

INDIVIDUAL ACKNOWLEDGMENT

20030414000223540 Pg 2/2 77.90
Shelby Cnty Judge of Probate, AL
04/14/2003 09:42:00 FILED/CERTIFIED

STATE OF Alabama
COUNTY OF Jefferson

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that RONALD HAROLD KENT, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said Modification, he or she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 28th day of March, 2003.

Lori Renee Wilkenson
Notary Public

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Dec 17, 2006
FORWARDED TO: NOTARY PUBLIC UNDERWRITERS

LORI RENEE WILKINSON
Notary Public
STATE OF ALABAMA

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Alabama
COUNTY OF Jefferson

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that LEIGH WHITFIELD KENT, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said Modification, he or she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 26th day of March, 2003.

Roxanda Turner
Notary Public

My commission expires 9/29/03

LENDER ACKNOWLEDGMENT

STATE OF Alabama
COUNTY OF Jefferson

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Vice President - 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 25 day of March, 2003.

Mark Smith
Notary Public

My commission expires 3/6/05