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## MODIFICATION OF MORTGAGE



\*DOC48002900000290053763000000\*

THIS MODIFICATION OF MORTGAGE dated June 25, 2003, is made and executed between MILTON K RUSTON, whose address is 2161 HIGHWAY 28, COLUMBIANA, AL 35051-4954 and BARBARA A RUSTON, whose address is 2161 HIGHWAY 28, COLUMBIANA, AL 35051-4954; HUSBAND AND WIFE (referred to below as "Grantor") and REGIONS BANK, whose address is P.O. BOX 946, 21325 HWY 25, COLUMBIANA, AL 35051 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated September 4, 1997 (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

Recorded date 09/09/1997 in Instrument #199729072 with the Judge of Probate Office.

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 2161 Hwy 28, Columbiana, AL 35051.

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

Principal decrease from 60,000.00 to \$28,000.00.

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 JUNE 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 Milton K Ruston (Seal)  
MILTON K RUSTON, Individually

x Barbara A Ruston (Seal)  
BARBARA A RUSTON, Individually

LENDER:

x \_\_\_\_\_ (Seal)  
Authorized Signer

This Modification of Mortgage prepared by:

Name: Karen Murphy  
Address: P.O. BOX 946  
City, State, ZIP: COLUMBIANA, AL 35051

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 **MILTON K RUSTON and BARBARA A RUSTON, 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 25 day of June, 2005.  
[Signature]  
Notary Public

My commission expires **MY COMMISSION EXPIRES**  
**MAY 2, 2006**

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 Modification and who is known to me, acknowledged before me on this day that, being informed of the contents of said Modification of Mortgage, 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 \_\_\_\_\_

Shelby County, State of Alabama, viz:

Commence at the NE corner of the SW  $\frac{1}{4}$  of the SE  $\frac{1}{4}$  of Section 30, Township 21 South, Range 1 East; thence run West along the North line of said  $\frac{1}{4}$  for 73.06 feet to the point of beginning; thence continue last described course for 72.94 feet; thence 48 degrees 36 minutes left run 480.51 feet to the Northerly right of way of Shelby County Highway #28; thence 90 degrees 00 minutes left run Southeasterly along said right of way for 120.79 feet to the Northerly right of way old Lower Kingdom Road; thence 20 degrees 33 minutes left run Southeasterly along said right of way for 250.84 feet to a curve to the left; thence 5 degrees 22 minutes left run along the cord of said curve and right of way for 80.00 feet; thence 106 degrees 40 minutes left run Northerly 551.07 feet to the point of beginning.  
According to survey of Thomas E. Simmons, RLS #12945, dated May 16, 1991.  
Situated in Shelby County, Alabama.