

WHEN RECORDED MAIL TO:
Regions Loan Servicing Release
P O Box 4897
Montgomery, AL 36103

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MODIFICATION OF MORTGAGE



DOC48002900000290053389000000

THIS MODIFICATION OF MORTGAGE dated August 25, 2003, is made and executed between Michael Ivan Brashier, whose address is 1938 SEATTLE SLEW DR, HELENA, AL 35080-4126 and Kimberly H. Brashier, whose address is 1938 SEATTLE SLEW DR, HELENA, AL 35080-4126; 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 February 18, 2003 (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

Recorded date 02/28/2003 in Instrument No. 20030228000121850 in the Probate Office.

REAL PROPERTY DESCRIPTION. The Mortgage covers the following described real property located in Shelby County, State of Alabama: Lot 48, according to the Survey of Dearing Downs, 11th Addition, as recorded in Map Book 15, Page 90, in the Probate Office of Shelby County, Alabama.
The Real Property or its address is commonly known as 1938 Seattle Slew Drive, Helena, AL 35080-4126.

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

Principal decrease from \$73,800.00 to \$62,500.00.

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 AUGUST 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.

**Michael Ivan Brashier and Michael I. Brashier are one and the same person.

GRANTOR:

X Michael Ivan Brashier (Seal)
Michael Ivan Brashier, Individually

X Kimberly H. Brashier (Seal)
Kimberly H. Brashier, Individually

LENDER:

X _____ (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

Name: Rachel Nance
Address: 335 HELENA MARKETPLACE
City, State, ZIP: HELENA, AL 35080

MODIFICATION OF MORTGAGE
(Continued)

Loan No: 02900000290053389

20030905000592670 Pg 2/2 15.00
Shelby Cnty Judge of Probate, AL
09/05/2003 08:29:00 FILED/CERTIFIED

INDIVIDUAL ACKNOWLEDGMENT

STATE OF ALABAMA

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) SS

COUNTY OF SHELBY

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I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Michael Ivan Brashier and Kimberly H. Brashier, 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 25th day of August, 2003.

Notary Public

My commission expires 02-25-05

LENDER ACKNOWLEDGMENT

STATE OF

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COUNTY OF

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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