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Regions Loan Servicing Release  
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## MODIFICATION OF MORTGAGE



\*DOC48002900000290053993000000\*

**THIS MODIFICATION OF MORTGAGE** dated December 4, 2003, is made and executed between Glen Alan Joiner, whose address is 2866 Joinertown Road, Columbiana, AL 35051-0000 and Alison Milstea Joiner, whose address is 2866 Joinertown Road, Columbiana, AL 35051-4000; 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 25, 2003 (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

Recorded on 10-10-2003 in the Office of Judge of Probate, Instrument Number 00581/1940.

**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 2866 Joinertown Road, Columbiana, AL 35051.

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

Principal Increase from \$45,000.00 to \$75,000.00.

**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 DECEMBER 4, 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)  
Glen Alan Joiner

X  (Seal)  
Alison Milstea Joiner

**LENDER:**

X  (Seal)  
Authorized Signer

This Modification of Mortgage prepared by:

Name: Billy R Jones  
Address: P.O. BOX 946  
City, State, ZIP: COLUMBIANA, AL 35051

MODIFICATION OF MORTGAGE  
(Continued)

Loan No: 02900000290053993

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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 **Glen Alan Joiner and Alison Milstea Joiner, 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 4th day of May, 20 03.

Dorinda Swale  
Notary Public

My commission expires \_\_\_\_\_

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 \_\_\_\_\_



SCHEDULE A  
LEGAL DESCRIPTION

PARCEL 1:

Lot 4, according to the survey of Walter's Cove, Second Sector, as recorded in Map Book 5, Page 4, in the Office of Shelby County, Alabama.  
situated in Shelby County, Alabama.

PARCEL 11:

That part of the NW 1/4 of the SW 1/4 of Section 24, Township 21 South, Range 1 East, Shelby County, Alabama, described as follows: Commence at the NE corner of the NE 1/4 of the SE 1/4 of Section 21, Township 21 South, Range 1 East and thence run West a distance of 100.00 feet; thence turn an angle of 89 degrees 48 minutes to the left and run a distance of 190.00 feet; thence turn an angle of 90 degrees 12 minutes to the left and run a distance of 592.48 feet to the point of beginning; thence continue in the same direction a distance of 91.74 feet to a point on contour line, Elevation 397.00; thence turn an angle of 64 degrees 47 minutes to the left and run a distance of 208.83 feet to a point on said contour line; thence turn an angle of 115 degrees 13 minutes to the left and run a distance of 97.10 feet; thence turn an angle of 66 degrees 08 minutes to the left and run a distance of 206.60 feet to the point of beginning.  
According to survey of Frank W. Wheeler, ALS #3385, dated May 2, 1969.