

Re-record mortgage including Exhibit "A".

20040114000025550 Pg 1/2 89.00
Shelby Cnty Judge of Probate, AL
01/14/2004 10:20:00 FILED/CERTIFIED



20040128000046230 Pg 1/3 18.00
Shelby Cnty Judge of Probate, AL
01/28/2004 11:38:00 FILED/CERTIFIED

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

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY



MODIFICATION OF MORTGAGE



DOC48002900000290286166000000

THIS MODIFICATION OF MORTGAGE dated January 8, 2004, is made and executed between James G. Oliver, whose address is 220 Marina Rd, Shelby, AL 35143-7226 and Stacey Oliver A/K/A Stacey D. Oliver, whose address is 220 Marina Rd, Shelby, AL 35143-7226; HUSBAND AND WIFE (referred to below as "Grantor") and REGIONS BANK, whose address is 2964 PELHAM PARKWAY, PELHAM, AL 35124 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated February 14, 2003 (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

Mortgage Recorded on 02/28/03 in Instrument Number 20030228000124070.

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 220 Marina Road, Shelby, AL 35142-7226.

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

Increase Mortgage from \$50,000.00 to \$100,000.00.

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 JANUARY 8, 2004.

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 James G. Oliver (Seal)
James G. Oliver

X Stacey Oliver (Seal)
Stacey Oliver

LENDER:

X Evelyn B. Phillips (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

Name: Evelyn B. Phillips
Address: 2964 PELHAM PARKWAY
City, State, ZIP: PELHAM, AL 35124

MODIFICATION OF MORTGAGE
(Continued)

Loan No: 02900000290286166

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INDIVIDUAL ACKNOWLEDGMENT

20040114000025550 Pg 2/2 89.00
Shelby Cnty Judge of Probate, AL
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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 **James G. Oliver and Stacey Oliver, 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 8th day of January, 2004.

[Signature]
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____.

[Signature]
Notary Public

My commission expires _____

EXHIBIT "A"

LOT NO. 7 IN SHELBY SHORES-1976 ADDITION, ACCORDING TO MAP OF SAID SHELBY SHORES-1976 ADDITION AS RECORDED IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA, MAP BOOK 6, PAGE 107, BEING OTHERWISE DESCRIBED AS FOLLOWS:

COMMENCE AT THE SW CORNER OF THE SW 1/4 OF NE 1/4, SECTION 7, TOWNSHIP 22 SOUTH, RANGE 2 EAST; RUN EASTERLY ALONG THE SOUTHERN BOUNDARY OF THE QUARTER-QUARTER SECTION TO A POINT WHERE THE SAME IS INTERSECTED BY THE EASTERN RIGHT OF WAY LINE OF MARINA ROAD, AND RUN THENCE IN A NORTHERLY AND NORTHEASTERLY DIRECTION ALONG THE WESTERN BOUNDARY LINE OF LOTS 2, 3, 4, 5, AND 6, TO A POINT WHICH IS THE WESTERNMOST CORNER OF SAID LOT 7 AND THE POINT OF BEGINNING OF THE PROPERTY HEREIN CONVEYED; THENCE CONTINUE IN THE SAME DIRECTION ALONG SAID ROAD 110.92 FEET TO A POINT; THENCE TURN AN ANGLE OF 90° TO THE RIGHT AND RUN SOUTHEASTERLY 237 FEET TO THE EASTERNMOST CORNER OF SAID LOT NO. 7; THENCE TURN TO THE RIGHT AND RUN SOUTHWESTERLY 113.08 FEET TO THE POINT WHICH IS THE SOUTHERNMOST CORNER OF SAID LOT 7; THENCE TURN AN INTERIOR ANGLE OF 101°13'07" AND RUN IN A NORTHWESTERLY DIRECTION A DISTANCE OF 215 FEET ALONG THE LINE SEPARATING LOT 6 AND 7 OF SAID SUBDIVISION TO THE POINT OF BEGINNING.