20040304000113130 Pg 1/3 32.00 Shelby Cnty Judge of Probate, AL 03/04/2004 13:29:00 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



\*DOC48002900000290286244000000\*

THIS MODIFICATION OF MORTGAGE dated February 26, 2004, is made and executed between Jenny L. Britt, whose address is 188 County Road 69, Chelsea, AL 35043-9761; AN UNMARRIED WOMAN (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 April 14, 2003 (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

Mortgage Recorded on 04/24/03 in Instrument Number 200304240000251650.

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 188 County Road 69, Chelsea, AL 35043.

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

Increase Mortgage from \$25,000.00 to \$35,000.00.

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 FEBRUARY 26, 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:

LENDER:

Jenny L. Britt

Authorized Signer

(Seal)

This Modification of Mortgage prepared by:

Name: Cathy Hollifield Address: P.O. BOX 946

City, State, ZIP: COLUMBIANA, AL 35051

Loan No: 02900000290286244

## MODIFICATION OF MORTGAGE (Continued)

Page 2

INDIVIDUAL ACKNOWLEDGMENT
STATE OF COMMON ,
) ss
country of Shally )
I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Jenny L. Britt, AN UNMARRIED WOMAN, 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
LENDER ACKNOWLEDGMENT
STATE OF Marian
) SS
COUNTY OF LEffers
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,  a corporation, is signed to the foregoing Modification of Mortgage, he or she, as such officer and with
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 Q day of
My commission expires 5/09/04
LASER PRO Lending, Ver. 5.23.20.002 Copr. Harland Financial Solutions, Inc. 1997, 2004. All Rights Reserved. AL J:\APPS\EPWIN\CF\LPL\G201.FC TR-003910002314 PR-CL06

## LEGAL DESCRIPTION EXHIBIT A

A percel of land located in the NW 1/4 of the SW 1/4 of Section 8, Township 20 South, Range 1 West, Shelby County, Alabama, described as follows: Commence at the NW comer of the NW 1/4 of the SW 1/4 of Section 8. Township 20 South, Range 1 West, Shelby County, Alabama, thence East along the North 1/4-1/4 line 410.5 feet to the centerline of Shelby County Road #39; thence East along the Point of Beginning: thence continue along line for 225.7 feet; thence left 65 degrees 21 minutes for 44.0 feet to 193.00 feet; thence turn left 114 degrees 39 minutes for 225.7 feet; thence left 65 degrees 21 minutes for 85 degrees 21 minutes for Shelby County, Alabama; being situated in Shelby County, Alabama; being situated in

