

✓ WHEN RECORDED MAIL TO:

Regions Bank/CLD
PO Box 4897
Montgomery, AL 36103

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MODIFICATION OF MORTGAGE



DOC48002900000290286280000000

THIS MODIFICATION OF MORTGAGE dated March 8, 2004, is made and executed between Eva B. Shepherd, whose address is 1092 Hermitage Circle, Birmingham, AL 35242-6856 and Donald W. Shepherd, whose address is 1092 Hermitage Circle, Birmingham, AL 35242-6856; 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 4, 2003 (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

Recorded on 2/14/2003 in the Office of the Judge of Probate, Instrument #20030214/93190.

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 1092 Hermitage Circle, Birmingham, AL 35242-6856.

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

Increase principal amount of loan from \$50,000.00 to \$80,000.00.

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 MARCH 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 Eva B. Shepherd (Seal)
Eva B. Shepherd

x Donald W. Shepherd (Seal)
Donald W. Shepherd

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: 02900000290286280

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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 ~~Eva B. Shepherd and Donald W. Shepherd,~~
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 March, 20 04.

Notary Public

My commission expires 3/12/06

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 _____

Lot 3115, according to the Amended Map of Highland Lakes, 3rd Sector, Phase I, as recorded in Map Book 21, Page 124, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama. Together with nonexclusive easement to use the private roadways, Common Area, all as more particularly described in the Declaration of Easements and Master Protective Covenants for Highland Lakes, a Residential Subdivision, recorded in Instrument #1994-07111 in the Probate Office of Shelby County, Alabama, and the Declaration of Covenants, Conditions and Restrictions for Highland Lakes, a Residential Subdivision, 3rd Sector, Phase One, recorded in Instrument #1995-17544, in the Probate Office of Shelby County, Alabama.