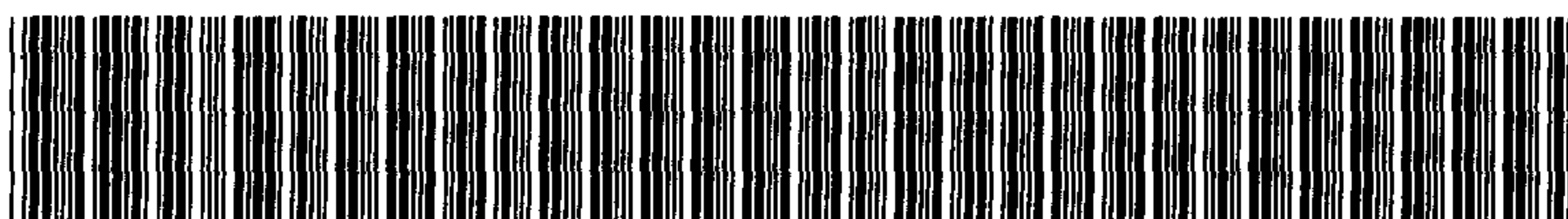


WHEN RECORDED MAIL TO:  
Regions Loan Servicing Release  
P O Box 4897  
Montgomery, AL 36103

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY



## MODIFICATION OF MORTGAGE



\*DOC48002900000290286261000000\*

**THIS MODIFICATION OF MORTGAGE** dated May 11, 2004, is made and executed between Michelle N Borden, whose address is 1818 Highway 7, Wilsonville, AL 35186-6710 and Terry L Borden, whose address is 1818 Highway 7, Wilsonville, AL 35186-6710; Wif and Husband (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 March 3, 2004 (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

Recorded date 03/09/2004 in Instrument #2004030911951 with the Judge of Probate Office.

**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 1818 Highway 7, Wilsonville, AL 35186-6710.

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

Principal increase from \$35,000.00 to \$43,500.00.

**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 MAY 11, 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 Michelle N Borden (Seal)  
Michelle N Borden

X Terry L Borden (Seal)  
Terry L Borden

LENDER:

REGIONS BANK

X Authorizer Moon (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: 02900000290286261

Page 2

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 **Michelle N Borden and Terry L Borden, Wif and Husband**, 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 11th day of May, 2004.  
Melinda Swalk  
Notary Public

My commission expires MY COMMISSION EXPIRES MARCH 24, 2005

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 \_\_\_\_\_

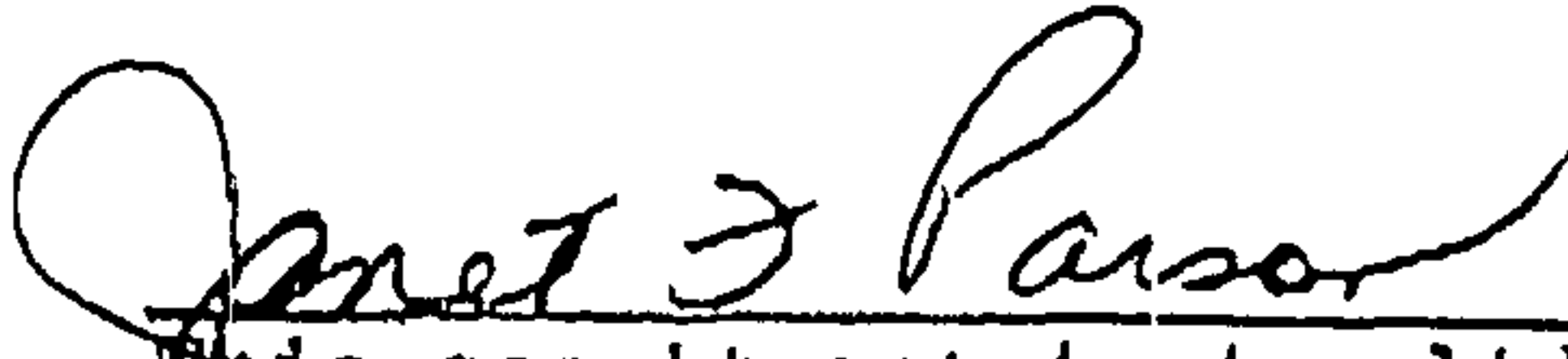
EXHIBIT "A"

Commence at the Southwest corner of Section 4, Township 20 South, Range 1 West, Shelby County, Alabama; thence North along the West boundary line of said section for a distance of 2611.94 feet; thence turn an angle of 88 degrees 59 minutes 42 seconds to the right and run 558.46 feet; thence turn an angle of 92 degrees 33 minutes 38 seconds to the right and run a distance of 606.44 feet to the Point of Beginning; thence continue along last said course for a distance of 1173.83 feet to the northerly right of way line of Shelby County Road No. 39, turn an angle of 120 degrees 44 minutes 12 seconds to the left and run along said road right of way line a distance of 79.40 feet; thence turn an angle of 03 degrees 20 minutes 44 seconds to the right and run along said road right of way line a distance of 71.92 feet; thence turn an angle of 89 degrees 50 minutes 58 seconds to the left and run a distance of 107.46 feet; thence turn an angle of 27 degrees 54 minutes 21 seconds right and run 994.07 feet; thence turn an angle of 84 degrees 21 minutes 00 seconds left and run a distance of 96.51 feet to the point of beginning.

SHELBY COUNTY ABSTRACT & TITLE COMPANY, INC.

Phone: 669-6204 or 669-6291

Agent by:



Countersigned at Columbiana, Alabama 35051

Schedule A-Page 1 Commitment No. S-04-12472

This commitment is invalid unless the Insuring Provisions and Schedules A & B are attached.

**STEWART TITLE**  
GUARANTY COMPANY