



20040708000377930 Pg 1/3 24.50
Shelby Cnty Judge of Probate, AL
07/08/2004 13:46:00 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



DOC48002900000290053955000000

THIS MODIFICATION OF MORTGAGE dated June 30, 2004, is made and executed between Gertrude Allen White, whose address is 207 Old Buttermilk Road, Montevallo, AL 35115-9190 and Hugh Garrett White, whose address is 207 Old Buttermilk Road, Montevallo, AL 35115-9190; HUSBAND AND WIFE (referred to below as "Grantor") and REGIONS BANK, whose address is 910 N. MAIN STREET, MONTEVALLO, AL 35115 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated September 5, 2003 (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

Recorded date 09/24/2003 in Instrustment #20030924000543000 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 207 Old Buttermilk Road, Montevallo, AL 35115-9190.

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

Principal increase from \$35,000.00 to \$40,000.00 .

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 JUNE 30, 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 Gertrude Allen White (Seal)
Gertrude Allen White

X Hugh B. White (Seal)
Hugh Garrett White

LENDER:

REGIONS BANK

X Kenneth W Jones (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

Name: Kenneth W Jones
Address: 910 N. MAIN STREET
City, State, ZIP: MONTEVALLO, AL 35115

MODIFICATION OF MORTGAGE
(Continued)

Loan No: 02900000290053955

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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 **Gertrude Allen White and Hugh Garrett White, 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 30th day of June, 2004
[Signature]
Notary Public

My commission expires March 10, 2007

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"

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DESCRIPTION:

TRACT 1 (INCLUDES TRACT 1-A)

1 "From the Southeast corner of the South-East 1/4 of the South-West 1/4 of Section 5, Township 22 South, Range 3 West, go North 01 degrees 53 minutes 31 seconds West along the East line of the South-East 1/4 of the South-West 1/4 of Section 5 a distance of 677.95 feet to an Iron in a branch (creek) for a point-of-beginning; thence continue North 01 degrees 53 minutes 31 seconds West a distance of 655.77 feet to an Iron at the Northeast corner of the South-East 1/4 of the South-West 1/4 of Section 5; thence North 88 degrees 49 minutes 57 seconds West a distance of 39.81 feet to an Iron; thence South 30 degrees 18 minutes 29 seconds West a distance of 200.28 feet to an Iron; thence South 35 degrees 50 minutes 17 seconds West a distance of 112.41 feet to an Iron; thence South 04 degrees 19 minutes 31 seconds West a distance of 169.85 feet to an Iron; thence South 09 degrees 13 minutes 52 seconds West a distance of 262.32 feet to the center of a branch (creek); thence South 60 degrees 54 minutes 24 seconds East a distance of 21.52 feet; thence South 73 degrees 05 minutes 25 seconds East a distance of 56.89 feet; thence North 68 degrees 20 minutes 39 seconds East a distance of 25.12 feet; thence South 74 degrees 18 minutes 38 seconds East a distance of 69.83 feet; thence North 74 degrees 48 minutes 55 seconds East a distance of 33.95 feet; thence North 53 degrees 37 minutes 25 seconds East a distance of 107.63 feet to the point-of-beginning. Containing 3.26 acres, and lying in the South-East 1/4 of the South-West 1/4 of Section 5, Township 22 South, Range 3 West, Shelby County, Alabama."

TRACT 1-A (PART OF TRACT 1)

"From the Southeast corner of the South-East 1/4 of the South-West 1/4 of Section 5, Township 22 South, Range 3 West, go North 01 degrees 53 minutes 31 seconds West along the East line of the South-East 1/4 of the South-West 1/4 of Section 5 a distance of 677.95 feet to an Iron in a branch (creek); thence continue North 01 degrees 53 minutes 31 seconds West a distance of 369.19 feet to an Iron for a point-of-beginning; thence North 01 degrees 53 minutes 31 seconds West a distance of 286.58 feet to an Iron at the Northeast corner of the South-East 1/4 of the South-West 1/4 of Section 5; thence North 88 degrees 49 minutes 57 seconds West a distance of 39.81 feet to an Iron; thence South 30 degrees 18 minutes 29 seconds West a distance of 200.28 feet to an Iron; thence South 52 degrees 44 minutes 41 seconds East a distance of 188.87 feet to the point-of-beginning. Containing 0.56 acres and lying in the South-East 1/4 of the South-West 1/4 of Section 5, Township 22 South, Range 3 West, Shelby County, Alabama."