

**RECORDATION REQUESTED BY:**

REGIONS BANK  
INVERNESS  
200 INVERNESS CENTER DRIVE  
BIRMINGHAM, AL 35242

20040713000386600 Pg 1/3 42.50  
Shelby Cnty Judge of Probate, AL  
07/13/2004 12:38:00 FILED/CERTIFIED

**WHEN RECORDED MAIL TO:**

REGIONS BANK  
INVERNESS  
200 INVERNESS CENTER DRIVE  
BIRMINGHAM, AL 35242

**SEND TAX NOTICES TO:**

REGIONS BANK  
INVERNESS  
200 INVERNESS CENTER DRIVE  
BIRMINGHAM, AL 35242

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY



**MODIFICATION OF MORTGAGE**



\*DOC48002900000290286513000000\*

**THIS MODIFICATION OF MORTGAGE** dated June 30, 2004, is made and executed between Blair A Stephenson, whose address is 105 Woodbury Drive, Sterrett, AL 35147-8144 and Leslie Stephenson, whose address is 105 Woodbury Drive, Sterrett, AL 35147-8144; HUSBAND AND WIFE (referred to below as "Grantor") and REGIONS BANK, whose address is 200 INVERNESS CENTER DRIVE, BIRMINGHAM, AL 35242 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated February 19, 2003 (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

Recorded date 02/28/2003 in Instrument #20030228000121950 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 105 Woodbury Drive, Sterrett, AL 35147-8144.

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


Principal increase from \$33,000.00 to \$50,000.00.

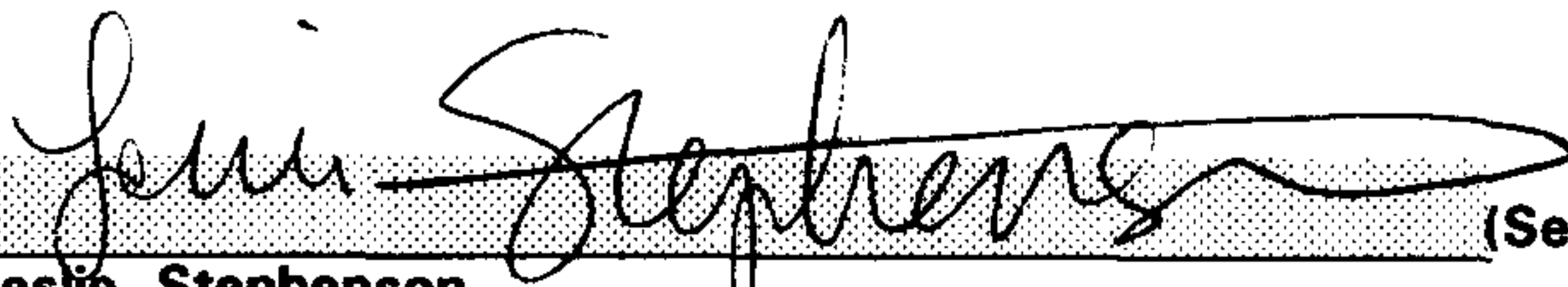
**CONTINUING VALIDITY.** Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's 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 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  (Seal)  
Blair A Stephenson

X  (Seal)  
Leslie Stephenson

**LENDER:**

**REGIONS BANK**

X  (Seal)  
Authorized Signer

This Modification of Mortgage prepared by:

Name:  
Address:  
City, State, ZIP:

MODIFICATION OF MORTGAGE  
(Continued)

Loan No: 02900000290286513

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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 **Blair A Stephenson and Leslie Stephenson, 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 30 day of June, 20 04.  
Donna Aiken  
Notary Public

My commission expires My Commission Expires  
June 15, 2006

LENDER 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 John J Collier  
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 30 day of June, 20 04.  
Donna Aiken  
Notary Public

My commission expires My Commission Expires  
June 15, 2006



SCHEDULE "A"

20040713000386600 Pg 3/3 42.50  
Shelby Cnty Judge of Probate, AL  
07/13/2004 12:38:00 FILED/CERTIFIED

ALL THAT CERTAIN TRACT OR PARCEL OF LAND SITUATE IN SHELBY COUNTY, ALABAMA, KNOWN AND DESCRIBED AS BEING LOT 226, ACCORDING TO THE SURVEY OF FOREST PARKS, 2ND SECTOR, AS RECORDED IN MAP BOOK 22, PAGE 71, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

BEING THE SAME PROPERTY CONVEYED TO LESLIE T. STEPHENSON AND WIFE BLAIR A. STEPHENSON, AS JOINT TENANTS WITH THE RIGHTS OF SURVIVORSHIP, BY DEED FROM JAMES C. TOOMEY AND WIFE BRENDA H. TOOMEY RECORDED 12/06/2002, IN DEED BOOK 2002, PAGE 060948, IN THE OFFICE OF THE JUDGE OF PROBATE FOR SHELBY COUNTY, ALABAMA.

TAX ID# 095210000001036