THE LENDING CENTER **GNL-TV** CC 06365

20040722000408660 Pg 1/3 62.00 Shelby Cnty Judge of Probate, AL 07/22/2004 13:26:00 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



\*DOC48002900000290286523000000\*

THIS MODIFICATION OF MORTGAGE dated July 13, 2004, is made and executed between GREG LEE AKA ROGER GREGORY LEE, whose address is 103 GLYNN HOLLOW CIR, COLUMBIANA, AL 35051-3085 and BARBARA RANDALL LEE, whose address is 103 GLYNN HOLLOW CIR, COLUMBIANA, AL 35051-3085; 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 April 1, 2004 (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

Recorded on 04-28-2004 in the Office of Judge of Probate, Instrument Number: 20040428000221130.

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 103 Glynn Hollow Circle, Columbiana, AL 35051.

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

Principal increase 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 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 JULY 13, 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:** 

GREG LEE

(Seal)

BARBARA RANDALL LEE

(Seal)

LENDER:

**REGIONS BANK** 

Authorized Signer

This Modification of Mortgage prepared by:

Name: Thomas A Rey

Address: 200 INVERNESS CENTER DRIVE City, State, ZIP: BIRMINGHAM, AL 35242

## MODIFICATION OF MORTGAGE (Continued)

Loan No: 02900000290286523

Page 2

INDIVIDUAL ACKNOWLEDGMENT	
STATE OF CALL MAN	) ) SS
COUNTY OF	)
I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that GREG LEE and BARBARA RANDALL LEE, 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.	
	day of $\sqrt{200\%}$ .
My commission expires <u>X-12-06</u>	Notary Public
LENDER ACKNOWLEDGMENT	
STATE OF COUNTY OF THE STATE OF	) } SS
COUNTY OF A STATE OF A	
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 age of said corporation.  Given under my hand and official seal this  day of	
My commission expires 8-12-06	Notary Public

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## SCHEDULE "A"

THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN SHELBY COUNTY, ALABAMA, TO WIT:

LOT 12, ACCORDING TO THE SURVEY OF GLYNN HOLLOW, AS RECORDED IN MAP BOOK 24, PAGE 96, IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA, SUBJECT TO: 1. ALL EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS, AND RESERVATIONS OF RECORD.

BEING THE SAME PROPERTY CONVEYED TO ROGER GREGORY LEE AND BARBARA RANDALL LEE, AS JOINT TENANTS WITH THE RIGHT OF SURVIVORSHIP BY DEED FROM RICHARD S. SCHENCKER, A MARRIED MAN RECORDED 10/17/2000 IN DEED BOOK 2000 PAGE 36136, IN THE PROBATE JUDGE'S OFFICE FOR SHELBY COUNTY, ALABAMA.

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TAX ID# 151110002012000