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Regions Loan Servicing Release
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MODIFICATION OF MORTGAGE



DOC48002900233200003114000000

THIS MODIFICATION OF MORTGAGE dated July 21, 2004, is made and executed between RACHEA GOULD SIMMS, A MARRIED WOMAN, whose address is 673 GOULD ROAD, COLUMBIANA, AL 35045; C SHAWN SIMMS, A MARRIED MAN, whose address is 673 GOULD ROAD, COLUMBIANA, AL 35045 and SARA GOULD, A MARRIED WOMAN whose address is 622 GOULD ROAD, COLUMBIANA, AL 35050 (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 August 6, 1999 (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

Recorded on 08-16-1999 in the Office of Judge of Probate, Instrument Number: 1999-34751.

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 673 Gould Road, Columbiana, AL 35050.

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

Principal increase from \$42,000.00 to \$45,000.00.

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 21, 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 Rachea Gould Simms (Seal)
RACHEA GOULD SIMMS

X C. Shawn Simms (Seal)
C SHAWN SIMMS

X Sara Gould (Seal)
SARA GOULD

LENDER:

REGIONS BANK

X Authorized Signer (Seal)

This Modification of Mortgage prepared by:

Name: Billy R Jones
Address: P.O. BOX 946
City, State, ZIP: COLUMBIANA, AL 35051

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 **RACHEA GOULD SIMMS; C SHAWN SIMMS; and SARA GOULD, 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 21 day of July, 2004.

MY COMMISSION EXPIRES
MAY 2, 2005

My commission expires _____

Gladys Armstrong
Notary Public

LENDER ACKNOWLEDGMENT

STATE OF Alabama)
) SS
COUNTY OF Jefferson)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Regions Bank 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 21st day of July, 2004.

My commission expires 5/29/08

Catherine L. Herring
Notary Public

Exhibit A

Commence at the SE corner of the SE 1/4 of the NE 1/4 of Section 4, Township 22 South, Range 1 West; thence run North along the East line of said 1/4-1/4 for 502.73 feet to the point of beginning; thence continue last described course for 210.0 feet; thence 84 degrees 36 minutes 40 seconds left run Westerly for 210.0 feet; thence 95 degrees 23 minutes 20 seconds left run Southerly for 210.0 feet; thence 84 degrees 36 minutes 40 seconds left run Easterly for 210.0 feet to the point of beginning. ALSO, a 15-foot easement for egress and ingress, the center of which is described as follows: Commence at the SE corner of the SE 1/4 of the NE 1/4 of Section 4; thence run North along the East line thereof for 502.73 feet; thence 84 degrees 36 minutes 40 seconds left run 7.53 feet to the point of beginning; thence 95 degrees 23 minutes 20 seconds left run South and parallel to the East line of said 1/4-1/4 for 80.96 feet, more or less, to the Northerly right of way of Gould Road and the point of ending.

According to the survey of Thomas E. Simmons, RLS # 12945; dated January 20, 1993.