



20040730000425610 Pg 1/3 77.00  
Shelby Cnty Judge of Probate, AL  
07/30/2004 14:31:00 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**



\*DOC48002900000290286551000000\*

**THIS MODIFICATION OF MORTGAGE** dated July 23, 2004, is made and executed between **RICHARD H VIGNEULLE**, whose address is 1866 HIGHWAY 441, WILSONVILLE, AL 35186-8052 and **DEBBIE H VIGNEULLE**, whose address is 1866 HIGHWAY 441, WILSONVILLE, AL 35186-8052; 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 November 13, 2003 (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

Recorded on 11/24/2003 in the office of the Judge of Probate, Book 2000, Page 17103, Instrument Number: 2031124000768814.

**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 1866 Hwy 441, Wilsonville, AL 35186.

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

Principal increase from \$40,000.00 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 23, 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)  
RICHARD H VIGNEULLE

X  (Seal)  
DEBBIE H VIGNEULLE

**LENDER:**

**REGIONS BANK**

X  (Seal)  
Authorized Signer

This Modification of Mortgage prepared by:

Name: Lawrence P Oberry  
Address: 200 INVERNESS CENTER DRIVE  
City, State, ZIP: BIRMINGHAM, AL 35242

MODIFICATION OF MORTGAGE  
(Continued)

Loan No: 02900000290286551

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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 RICHARD H VIGNEULLE and DEBBIE H VIGNEULLE, 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 23 day of July, 2004.  
Denma Alamy  
Notary Public

My Commission Expires  
June 15, 2006

My commission expires \_\_\_\_\_

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 Collner  
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 23 day of July, 2004.  
Denma Alamy  
Notary Public

My Commission Expires  
June 15, 2006

My commission expires \_\_\_\_\_

SCHEDULE "A"

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

LOT 3, ACCORDING TO THE RESURVEY OF T AND R FAMILY SUBDIVISION RECORDED IN  
MAP BOOK 25, PAGE 106, IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY,  
ALABAMA.

TOGETHER WITH A 30 FOOT WIDE NON-EXCLUSIVE EASEMENT, AS SHOWN BY SAID PLAT,  
FOR INGRESS, EGRESS, AND UTILITIES ACROSS THE NORTHERLY 20 FEET OF LOT 4.

SUBJECT TO A 30 FOOT WIDE NON-EXCLUSIVE EASEMENT, AS SHOWN BY SAID PLAT, FOR  
INGRESS, EGRESS, AND UTILITIES ACROSS THE SOUTHERLY 30 FEET OF LOT 3.

BEING THE SAME PROPERTY CONVEYED TO RICHARD HAROLD VIGNEULLE AND WIFE,  
DEBBIE H. VIGNEULLE, AS JOINT TENANTS WITH THE RIGHT OF SURVIVORSHIP BY DEED  
FROM T & R PROPERTIES, L.L.C., AN ALABAMA LIMITED LIABILITY COMPANY, RECORDED  
05/26/2000 IN DEED BOOK 2000 PAGE 17103, IN THE PROBATE JUDGE'S OFFICE FOR SHELBY  
COUNTY, ALABAMA.

TAX ID# 17420000005003