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Shelby Cnty Judge of Probate, AL
08/30/2004 14:18:00 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



DOC48002900000290286612000000

THIS MODIFICATION OF MORTGAGE dated August 19, 2004, is made and executed between Monroe A Collum, whose address is 219 Hillwood Lane, Alabaster, AL 35007-8841 and Jennifer Miller Collum, whose address is 219 Hillwood Lane, Alabaster, AL 35007-0000; husband and wife (referred to below as "Grantor") and **REGIONS BANK**, whose address is 124 MARKET CENTER DRIVE, ALABASTER, AL 35007 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated October 15, 2001 (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

original filed on 10/24/2001 in the probate office in instrument number 2001-45961.

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 219 Hillwood Lane, Alabaster, AL 35007-8841.

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

increase line amount from \$30,000.00 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 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 AUGUST 19, 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 Monroe A Collum (Seal)
Monroe A Collum

x Jennifer M. Collum (Seal)
Jennifer Miller Collum

LENDER:

REGIONS BANK
x Luke E. Moore (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

Name: Stephanie K Dillon
Address: 124 MARKET CENTER DRIVE
City, State, ZIP: ALABASTER, AL 35007

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 **Monroe A Collum and Jennifer Miller Collum, 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 19th day of August, 2004.

Tracy L. Honeysett
Notary Public

MY COMMISSION EXPIRES MAY 14, 2008

My commission expires _____

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"

Lot 21, in Block 2 and Lot 22, in Block 2, EXCEPT that portion of Lot 22 sold to Charles U. Pierson, Sr. and Bessie C. Pierson and Charles U. Pierson, Jr. as described in warranty deed recorded in Deed Book 196, Page 482, in Probate Office of Shelby County, all according to Sector Two of the Resurvey of George's Subdivision of Keystone, according to map recorded in Map Book 4, Page 11, in said Probate Office of Shelby County. MINERALS AND MINING RIGHTS EXCEPTED.
