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MODIFICATION OF MORTGAGE



DOC48002900000290286629000000

THIS MODIFICATION OF MORTGAGE dated August 31, 2004, is made and executed between **CARL J KRAUSE**, whose address is **282 EWING ST, MONTEVALLO, AL 35115-7974** and **SANDRA VINES KRAUSE**, whose address is **282 EWING ST, MONTEVALLO, AL 35115-7974**; **HUSBAND AND WIFE** (referred to below as "Grantor") and **REGIONS BANK**, whose address is **910 N. MAIN STREET, MONTEVALLO, AL 35115** (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated April 11, 2003 (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

Recorded date 04/30/2003 in Instrument #2003043000000254550 with the Judge of Probate Office.

REAL PROPERTY DESCRIPTION. The Mortgage covers the following described real property located in Shelby County, State of Alabama:

LOTS 1, 2, 3 AND 4 IN BLOCK "D", ACCORDING TO THE MAP OF WILMONT SUBDIVISION, AS RECORDED IN MAP BOOK 3, PAGE 124, IN THE PROBATE OFFICE OF THE JUDGE OF SHELBY COUNTY, ALABAMA. BEING THE SAME PROPERTY CONVEYED TO CARL J. KRAUSE, A SINGLE INDIVIDUAL BY DEED FROM RONALD SHCOEN, AS EXECUTOR OF THE ESTATE OF CLIFFORD CALDWELL MITCHELL RECORDED 08/25/1995, IN DEED BOOK 1995, PAGE 23449, IN THE REGISTER'S OFFICE OF SHELBY COUNTY, ALABAMA.

The Real Property or its address is commonly known as 282 Ewing St., Montevallo, AL 35115.

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

Principal increase from \$16,000.00 to \$63,000.00.


Maturity 9-15-14

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 endorers 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 31, 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)
CARL J. KRAUSE

X  (Seal)
SANDRA VINES KRAUSE

LENDER:

REGIONS BANK

X  (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

Name: Kenneth W Jones
Address: 910 N. MAIN STREET
City, State, ZIP: MONTEVALLO, AL 35115

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 **CARL J KRAUSE and SANDRA VINES KRAUSE, 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 31st day of August, 2004
Jarah Brownman
Notary Public
My commission expires March 10, 2007

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 _____