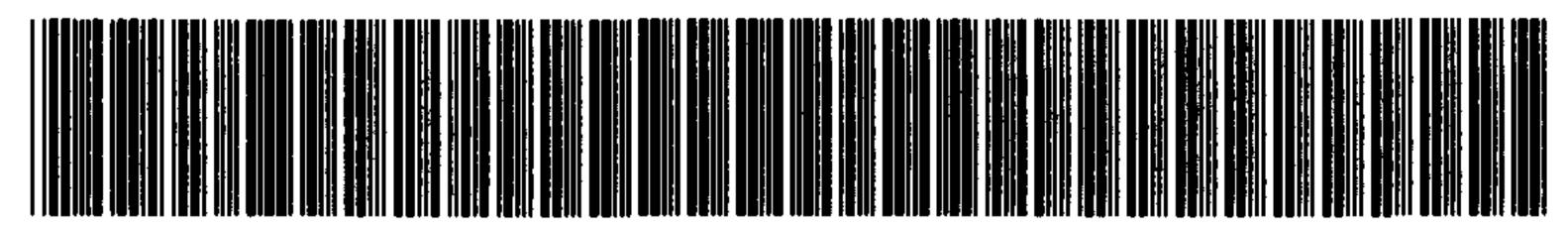
WHEN RECORDED MAIL TO:
Regions Loan Servicing Release
P O Box 4897
Montgomery, AL 36103

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY



## **MODIFICATION OF MORTGAGE**



\*DOC48002900000290286700000000\*

THIS MODIFICATION OF MORTGAGE dated October 5, 2004, is made and executed between THOMAS G HARRELL, whose address is 311 CARNOUSTIE DR, BIRMINGHAM, AL 35242-0000 and EMILY S HARRELL, whose address is 311 CARNOUSTIE DR, BIRMINGHAM, AL 35242-0000; 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 October 30, 2003 (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

Recorded on 11-07-2003 in the Office of Judge of Probabe, Instrument Number: 20031107000142180.

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

LOT 121, ACCORDING TO THE SURVEY OF SHOAL CREEK AS RECORDED IN MAP BOOK 6, PAGE 150, IN THE PROBATEOFFICE OF SHELBY COUNTY, ALABAMA.

The Real Property or its address is commonly known as 311 Carnoustie Drive, Birmingham, AL 35242.

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

Principal increase from \$250,000.00 to \$500,000.00.

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 OCTOBER 5, 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:

THOMAS G HARRELL

EMILY S HARRELI

LENDER:

**REGIONS BANK** 

EGIONS BANK

Authorized Signer

(Seal)

This Modification of Mortgage prepared by:

Name: Gary D Wood

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

## MODIFICATION OF MORTGAGE (Continued)

Loan No: 02900000290286700

My commission expires 3/4

Page 2

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	INDIVIDUAL ACKNOWLEDGMENT	
11/		
STATE OF Alagana		
	) SS	
COUNTY OF JEffelson	<b>)</b>	
HARRELL, HUSBAND AND WIFE, whose name this day that, being informed of the contents of	in and for said county in said state, hereby certify the sare signed to the foregoing instrument, and who are known for said Modification, they executed the same voluntarily or	own to me, acknowledged before me on
Given under my hand and official seal this	18/5/04 day of OCTUBAL  Marcha &	Notary Public
My commission expires $3/6/65$		
	LENDER ACKNOWLEDGMENT	
STATE OF ALasama		
COUNTY OF	}	
Back	and for said county in said state, hereby certify that a corporation, is signed to the foregoing Norte informed of the contents of said Modification of Morte r and as the act of said corporation.	REJOUS Modification and who is known to me, page, he or she, as such officer and with
Given under my hand and official seal this	141 day of 0<70Ba	, 20 04.
	mathe	5. m. Sec_

LASER PRO Lending, Ver. 5.24.10.102 Copr. Harland Financial Solutions, Inc. 1997, 2004. All Rights Reserved. - AL J:\APPS\LPWIN\CFI\LPL\G201.FC TR-003970546758 PR-CL23

20041028000596220 Pg 2/2 389.00 Shelby Cnty Judge of Probate, AL 10/28/2004 10:40:00 FILED/CERTIFIED

**Notary Public**