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MODIFICATION OF MORTGAGE



DOC48002900000290286659000000

THIS MODIFICATION OF MORTGAGE dated September 10, 2004, is made and executed between **STANLEY BRYCE ENNIS**, whose address is 1050 CHELSEA RD, COLUMBIANA, AL 35051-8912 and **JOHNNIE SUE ENNIS**, whose address is 1050 CHELSEA RD, COLUMBIANA, AL 35051-8912 (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 April 29, 2004 (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

Recorded on 05/07/2004 in the office of the Judge of Probate, Instrument # 20040507000240890.

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 1050 Chelsea Rd, Columbiana, AL 35051.

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

Principal increase from \$75,000.00 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 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 SEPTEMBER 10, 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 Stanley B. Ennis (Seal)
STANLEY BRYCE ENNIS

x Johnnie S. Ennis (Seal)
JOHNNIE SUE ENNIS

LENDER:

REGIONS BANK

x Billy R. Jones (Seal)
Authorized Signer U.P.

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 **STANLEY BRYCE ENNIS and JOHNNIE SUE ENNIS**, 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 10th day of Sept, 2004.

MY COMMISSION EXPIRES MARCH 24, 2005

[Signature]
Notary Public

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 _____ 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 10 day of Sept, 2004.

MY COMMISSION EXPIRES
MAY 2, 2003

My commission expires _____

[Signature]
Notary Public

For a point of beginning, commence at the intersection of the west line of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 14, Township 21, South, Range 1 West, and the north right of way line of the Columbiana-Chelsea paved highway (designated as Project SACP 440); run thence in a southeasterly direction along the curve of said north right of way line a distance of 375 feet to the south right of way line of a private road, which is the point of beginning of the lands herein conveyed; thence run easterly 670 feet along the south right of way line of said private road to a point 1055 feet south of the north line of said quarter quarter section; thence continue to run easterly along an extension of said 670 foot line for a further distance of 134 feet making a total of 804 feet easterly from said point of beginning; thence run southerly 325 feet, more or less, to the south line of said quarter quarter section; thence run west along said south line of said quarter quarter section 804 feet, more or less, to the said north right of way line of the Columbiana-Chelsea paved highway; thence run northwesterly along said north highway right of way line 325 feet, more or less, to the said point of beginning, containing 6 acres, more or less, and situated in the NW $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 14, Township 21 South, Range 1 West, Shelby County, Alabama; subject, however, to easements of record and apparent easements and encroachments.

Also the use and enjoyment in common with the Grantors, their heirs and assigns, of a road right of way 50 feet wide and lying north of and adjacent to the north line of the above described premises and south of and adjacent to the south line of lands heretofore conveyed by the Grantors to Leon Kelly by deed dated April 6, 1970. Grantors will pay 1970 ad valorem taxes.