

WHEN RECORDED MAIL TO:

Regions Loan Servicing Release
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Montgomery, AL 36103

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MODIFICATION OF MORTGAGE



DOC48002900000290053519000000

THIS MODIFICATION OF MORTGAGE dated November 16, 2004, is made and executed between TIMOTHY H HICKS, whose address is 171 WAETHERLY WAY, PELHAM, AL 35124-2854 and DEBRA LUCAS HICKS, whose address is 171 WEATHERLY WAY, PELHAM, AL 35124-2854; HUSBAND AND WIFE (referred to below as "Grantor") and REGIONS BANK, whose address is 2964 PELHAM PARKWAY, PELHAM, AL 35124 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated March 13, 2000 (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

original filed on 03/28/2000 in the probate office in book number 2000 page number 09772.

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

LOT 162, ACCORDING TO THE SURVEY OF WEATERLY, SECTOR 2, AS RECORDED IN MAP BOOK 14, PAGE 73 A, B & C IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

The Real Property or its address is commonly known as 171 WAETHERLY WAY, PELHAM, AL 35124-2854.

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

New money in the amount of \$20,000.00. Increase from \$20,000.00 to \$40,000.00.

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 endorser 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 NOVEMBER 16, 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 Timothy H. Hicks (Seal)
TIMOTHY H HICKS

x Debra Lucas Hicks (Seal)
DEBRA LUCAS HICKS

LENDER:

REGIONS BANK

x Evelyn B Phillips (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

Name: Evelyn B Phillips
Address: 2964 PELHAM PARKWAY
City, State, ZIP: PELHAM, AL 35124

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 **TIMOTHY H HICKS and DEBRA LUCAS HICKS, 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 16th day of November, 2004.

MY COMMISSION EXPIRES JUNE 3, 2008

My commission expires _____

Deborah Beaty
Notary Public

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 _____