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## MODIFICATION OF MORTGAGE



\*DOC48002900000290286789000000\*

THIS MODIFICATION OF MORTGAGE dated November 5, 2004, is made and executed between TIMOTHY W TRIMBLE, whose address is 604 KING VALLEY CIRCLE, PELHAM, AL 35124-1912 and RHODA A TRIMBLE, whose address is 604 KING VALLEY CIR, PELHAM, AL 35124-1912; 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 21, 2003 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

Recorded date 04/03/2003 in Instrument #20030403000197730 with the Judge of Probate Office.

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

Real Estate

The Real Property or its address is commonly known as 604 KING VALLEY CIRCLE, PELHAM, AL 35124-1912.

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

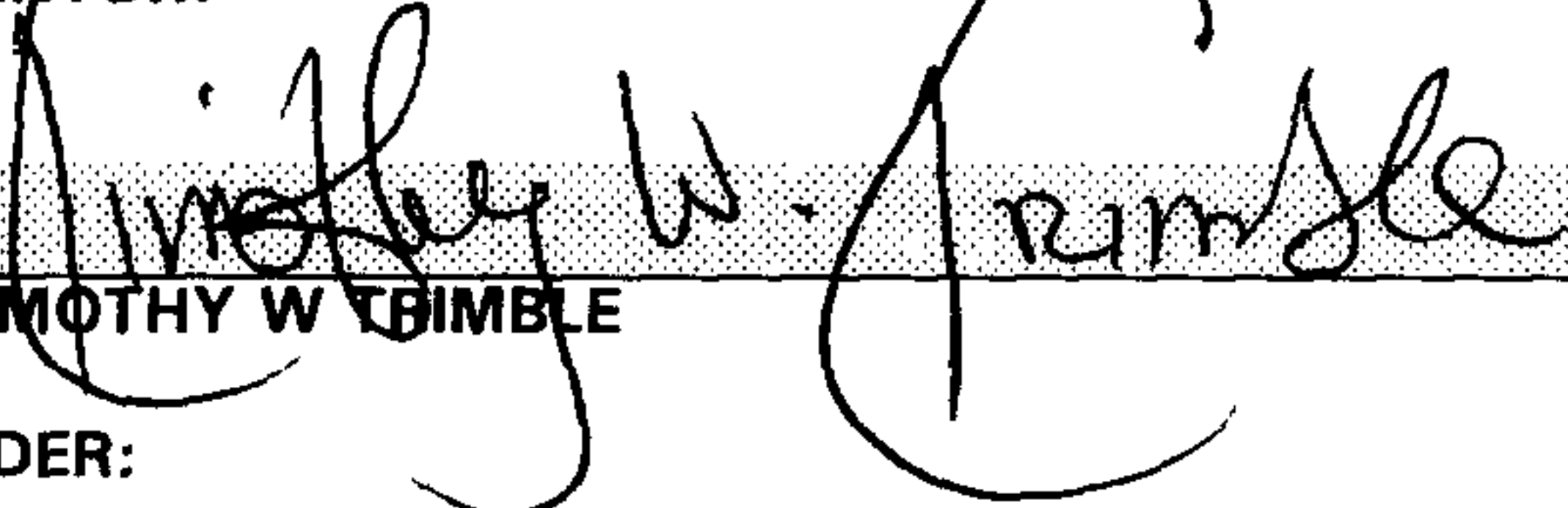
Principal increase from \$10,000.00 to \$25,000.00.

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 NOVEMBER 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:

X  (Seal)  
TIMOTHY W TRIMBLE

X  (Seal)  
RHODA A TRIMBLE

LENDER:

REGIONS BANK

X  (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 W TRIMBLE and RHODA A TRIMBLE, 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 5th day of November, 2007.  
Heather R. Beaty  
Notary Public  
My commission expires MY COMMISSION EXPIRES JUNE 3, 2008

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 14th day of January, 2008.  
Brenda J. Brinkman  
Notary Public  
My commission expires MY COMMISSION EXPIRES JUNE 3, 2008

EXHIBIT "A"

Part of the SE 1/4 of NW 1/4 of Section 23, Township 20 South, Range 3 West, situated in Shelby County, Alabama, described as follows:  
Commence at the Northeast Corner of the SE 1/4 of NW 1/4 of Section 23, Township 20 South, Range 3 West, run thence in a Westerly direction along the North line of said Quarter-Quarter Section for a distance of 135.35 feet; thence turn an angle to the left of 91 deg. 20 min. and in a Southerly direction for a distance of 424.04 feet; thence turn an angle to the right of 30 degrees and in a Southwesterly direction for a distance of 248.26 feet to the point of beginning; thence turn an angle to the left of 120 degrees and in an Easterly direction for a distance of 135.04 feet; thence turn an angle to the right of 68 deg. 20 min. 15 sec. and in a Southeasterly direction of 140.78 feet; thence turn an angle to the right of 98 deg. 13 min. and in a Westerly direction for a distance of 124.98 feet; thence turn an angle to the right of 81 deg. 11 min. and in a Northwesterly direction for a distance of 172.77 feet to point of beginning.

20050121000033660 Pg 3/3 39.50  
Shelby Cnty Judge of Probate, AL  
01/21/2005 14:35:00 FILED/CERTIFIED