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Regions Loan Servicing Release

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MODIFICATION OF MORTGAGE



DOC48002900000290053949000000

THIS MODIFICATION OF MORTGAGE dated December 16, 2004, is made and executed between LELAND T WHALEY, whose address is 1000 BLUE HERON POINT, BIRMINGHAM, AL 35242-6890 and BABS WHALEY A/K/A BABS GEORGE, whose address is 1000 BLUE HERON POINT, BIRMINGHAM, AL 35242-6890; 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 July 22, 2004 (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

Recorded July 29, 2004 in Instrument 200407290007422800 in Shelby County, Alabama.

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

LOT 211, ACCORDING TO THE MAP OF HIGHLAND LAKES, 2ND SECTOR, AN EDDLEMAN COMMUNITY, AS RECORDED IN MAP BOOK 20, PAGE 150, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA. SITUATEDIN SHELBY COUNTY, ALABAMA.

The Real Property or its address is commonly known as 1000 BLUE HERON POINT, BIRMINGHAM, AL 35242-6890.

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

Note in the principal amount of \$75,000.00, representing new money in the amount of \$25,000.00, due on January 1, 2009.

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 DECEMBER 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.

BABS WHALEY

GRANTOR:

TELAND T WHALE

ENDER:

REGIONS BANK

Authorized Signer

(Seal)

(Seal)

This Modification of Mortgage prepared by:

Name: John Joseph Collier, Servicing Officer Address: 200 INVERNESS CENTER DRIVE City, State, ZIP: BIRMINGHAM, AL 35242

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MODIFICATION OF MORTGAGE (Continued)

INDIVIDUAL ACKNOWLEDGMENT

INDIVIDORE ACRINOVELDOIVIEN III III III III III III III III III	
STATE OF Calama	20050429000206740 2/2 \$52.50
COUNTY OF Shully	Shelby Cnty Judge of Probate, AL 04/29/2005 02:45:30PM FILED/CERT
I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that LELAND T WHALEY and BABS WHALEY, 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	
My commission expires	
LENDER ACKNOWLEDGMENT	
STATE OF Calana	
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 Commission Expires June 15, 2006 My commission expires My commission expires	

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