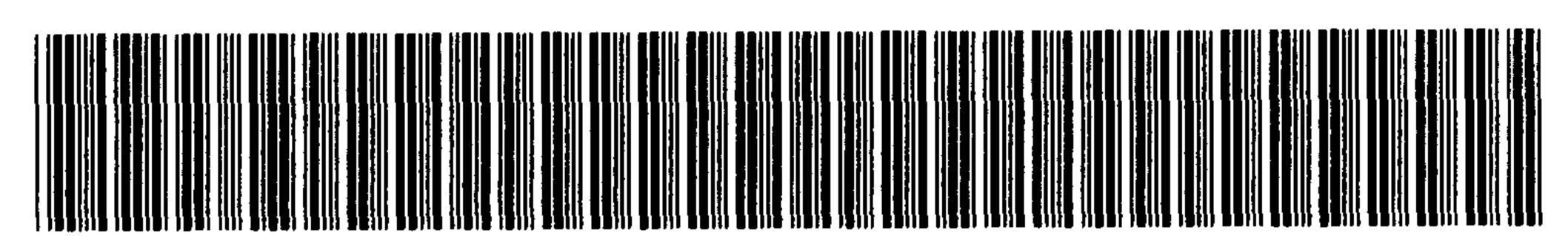
Shelby Cnty Judge of Probate, AL 06/06/2005 02:07:26PM FILED/CERT

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

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MODIFICATION OF MORTGAGE



DOC48002900000290286289000000

THIS MODIFICATION OF MORTGAGE dated April 8, 2005, is made and executed between MICHAEL R SPISTO, whose address is 2275 RICHMOND CIRCLE, PELHAM, AL 35124-1253 and CHRISTI CACIOPPO SPISTO, whose address is 2275 RICHMOND CIRCLE, PELHAM, AL 35124-1253; 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 11, 2004 (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

Recorded March 17, 2004, Instrument No. 20040317000135970, Shelby County, Alabama.

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

Lot 9, according to the Survey of Chanda Terrace, 5th Sector, as recorded in map book 14, page 10, Shelby County, Alabama records.

The Real Property or its address is commonly known as 2275 Richmond Circle, Pelham, AL 35124.

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

Note in the principal amount of \$15,000.00, representing new money of \$5,000.00, due April 23, 2015.

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 APRIL 8, 2005.

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.

CHRISTI CASIOPPO SPISTO

GRANTOR:

MICHAEL R SPISTO

LENDER:

REGIONS BANK

This Modification of Mortgage prepared by:

Name: Evelyn B Phillips

(Seal)

Address: 2964 PELHAM PARKWAY City, State, ZIP: PELHAM, AL 35124 My commission expires w.3, 2008

MODIFICATION OF MORTGAGE (Continued)

INDIVIDUAL ACKNOWLEDGMENT 20050606000273700 2/2 \$21.50 Shelby Cnty Judge of Probate, AL 06/06/2005 02:07:26PM FILED/CERT SS I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that MICHAEL R SPISTO and CHRISTI CACIOPPO SPISTO, 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 day of My commission expires une 3, 2008 LENDER ACKNOWLEDGMENT STATE OF Alabama SS COUNTY OF Shell I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **Evelun B Phillips - Regions** 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

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