20050617000299960 1/2 \$29.00 Shelby Cnty Judge of Probate, AL 06/17/2005 10:48:36AM FILED/CERT

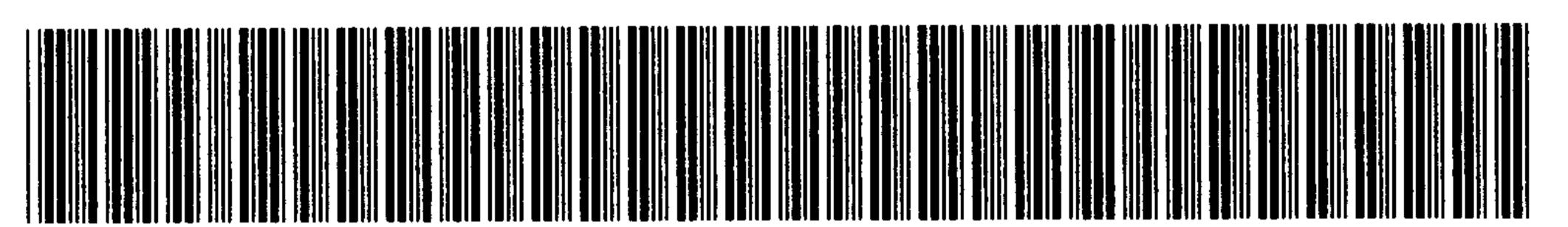
WHEN RECORDED MAIL TO:
Regions Loan Servicing Release

P O Box 4897 Montgomery, AL 36103

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY



MODIFICATION OF MORTGAGE



DOC48002900000290054238000000

THIS MODIFICATION OF MORTGAGE dated April 15, 2005, is made and executed between CHERI S TATE, whose address is 3102 CROSSINGS DR, BIRMINGHAM, AL 35242-4455; AN UNMARRIED WOMAN (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 August 18, 2004 (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

Recorded August 31, 2004, Instrument Number 20040831000487430, Shelby County, Alabama.

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

LOT 49, ACCORDING TO THE SURVEY OF CALDWELL CROSSINGS, AS RECORDED IN MAP BOOK 29, PAGE 9, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

The Real Property or its address is commonly known as 3102 CROSSINGS DR, BIRMINGHAM, AL 35242-4455.

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

Note in the principal amount of \$20,000.00, representing new money of \$10,000.00, due April 30, 2010.

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 15, 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.

GRANTOR:

CHERIS TATE

LENDER:

REGIONS BANK

X 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

Loan No: 02900000290054238

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MODIFICATION OF MORTGAGE (Continued)

Page 2

INDIVIDUAL ACKNOWLEDGMENT I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that CHERI S TATE, AN UNMARRIED WOMAN, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said Modification, he or she executed the same voluntarily on the day the same bears date. day of Given under my hand and official seal this y Commission Expires
June 15, 2006 My commission expires LENDER ACKNOWLEDGMENT) SS COUNTY OF ANDWAY I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that $\sqrt{50h}$ h 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

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