

WHEN RECORDED MAIL TO:
REGIONS BANK
SHELBY COUNTY REAL ESTATE
2964 PELHAM PARKWAY
PELHAM, AL 35124

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY



MODIFICATION OF MORTGAGE



DOC48000002906908560001000000

THIS MODIFICATION OF MORTGAGE dated June 16, 2005, is made and executed between GLEN ALAN JOINER, whose address is 2866 JOINERTOWN RD, COLUMBIANA, AL 35051-4000; A MARRIED MAN (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 February 23, 2005 (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

Recorded March 14, 2005, Instrument Number 20050314000112730.

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

Lot 52, according to the Final Plat of Oaklyn Hills, Phase 3, as recorded in Map Book 34, page 52, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

The Real Property or its address is commonly known as 548 Rolling Hills Drive, Pelham, AL 35124.

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

Increase Principal from \$170,000 to \$197,250.00.

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 JUNE 16, 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:

GLEN ALAN JOINER

(Seal)

LENDER:

REGIONS BANK

Authorized Signer

My

(Seal)

This Modification of Mortgage prepared by:

Name: Kathy Neeley

Address: 2964 PELHAM PARKWAY City, State, ZIP: PELHAM, AL 35124

My commission expires

MODIFICATION OF MORTGAGE (Continued)

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INDIVIDUAL ACKNOWLEDGMENT 20050622000309940 2/2 \$54.95 Shelby Cnty Judge of Probate, AL 06/22/2005 08:32:38AM FILED/CERT SS I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that GLEN ALAN JOINER, A MARRIED MAN, 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. Given under my hand and official seal this My commission expires 94-15-2007 NOTARY PUBLIC STATE AT LARGE - ALABAMA Commission Expires 04-15-2009 LENDER ACKNOWLEDGMENT STATE OF 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

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Notary Public