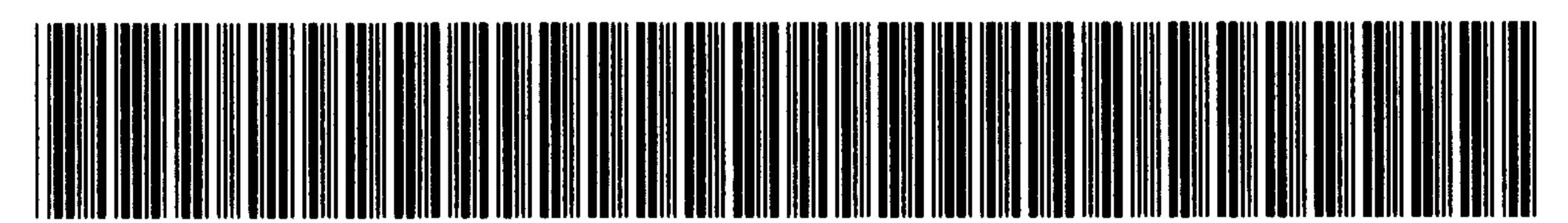
WHEN RECORDED MAIL TO:

Regions Loan Servicing Release P O Box 4897 Montgomery, AL 36103

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY



## MODIFICATION OF MORTGAGE



\*DOC48002900000290286330000000\*

THIS MODIFICATION OF MORTGAGE dated June 17, 2005, is made and executed between OLA MAE FORBES, whose address is 135 ROY CT, HELENA, AL 35080-3923 and ROBERT E FORBES, whose address is 135 ROY CT, HELENA, AL 35080-3923; HUSBAND AND WIFE (referred to below as "Grantor") and REGIONS BANK, whose address is 335 HELENA MARKETPLACE, HELENA, AL 35080 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated April 5, 2004 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

Recorded 04-14-2004 Instrument Num: 20040414000192730.

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

See ATTACHED EXHIBIT A, which is attached to this Modification and made a part of this Modification as if fully set forth herein.

The Real Property or its address is commonly known as 135 ROY CT, HELENA, AL 35080-3923.

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

Increase loan amount from \$ 20,000.00 to \$ 30,000.00.

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 JUNE 17, 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:** 

x Ola Mae Forbes (Seal) x ROBERT E FORBES

LENDER:

REGIONS BANK

Authorized Signer

(Seal)

This Modification of Mortgage prepared by:

Name: RACHEL NANCE

Address: 335 HELENA MARKETPLACE City, State, ZIP: HELENA, AL 35080

My commission expires 3-24-0.

## MODIFICATION OF MORTGAGE (Continued)

## INDIVIDUAL ACKNOWLEDGMENT 20050802000388100 2/2 \$29.00 Shelby Cnty Judge of Probate, AL ) SS 08/02/2005 08:55:26AM FILED/CERT I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that OLA MAE FORBES and ROBERT E FORBES, 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 3-24-0LENDER ACKNOWLEDGMENT ) SS COUNTY OF PLANM id county in said state, hereby certify that \( \) \( I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that acknowledged before me on this day that, being informed of the contents of said Modification of Mortgage, the 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

LASER PRO Lending, Ver. 5.25.20.303 Copr. Harland Financial Solutions, Inc. 1997, 2005. All Rights Reserved. - AL R:\CFI\LPL\G201.FC TR-73163 PR-CL05

Lot 7, according to the Survey of Laurel Woods, 6th Sector, as recorded in Map Book 21, Page 141, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama