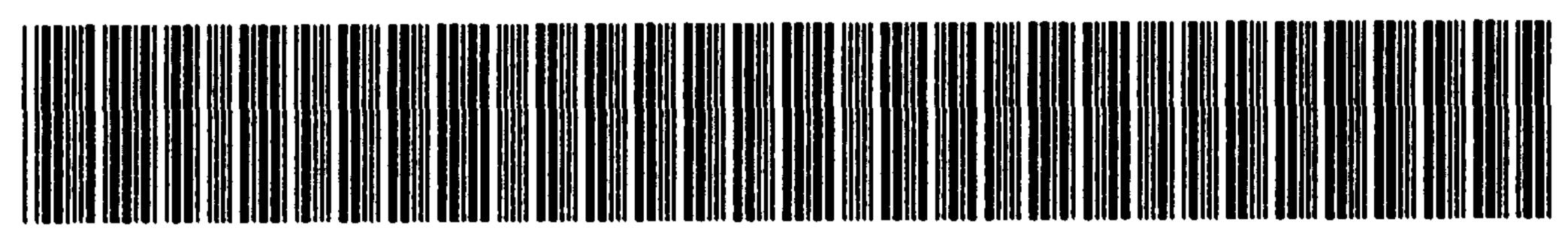
20050805000400960 1/3 \$17.00 Shelby Cnty Judge of Probate, AL 08/05/2005 02:23:33PM FILED/CERT

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



DOC48000300000030260538000000

THIS MODIFICATION OF MORTGAGE dated June 22, 2005, is made and executed between CHARLES KELLY MARCUS, whose address is 2125 BAILEY BROOK CT, BIRMINGHAM, AL 35244-1704 and LORI S MARCUS, whose address is 2125 BAILEY BROOK CT, BIRMINGHAM, AL 35244-1704; HUSBAND AND WIFE (referred to below as "Grantor") and REGIONS BANK, whose address is 3065 JOHN HAWKINS PARKWAY, HOOVER, AL 35244 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated April 22, 2005 (the "Mortgage") which has been recorded in Jefferson County, State of Alabama, as follows:

A MORTGAGE DATED 04/22/2005 RECORD IN BOOK #, PAGE # 14225 IN THE PROBATE JUDGES OFFICE OF JEFFERSON COUNTY, ALABAMA.

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

See See Exhibit, 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 2125 BAILEY BROOK CT, BIRMINGHAM, AL 35244-1704.

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

DECREASE LINE AMOUNT FROM 35,000 TO 25,000.

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 22, 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:

CHARLES KELLY MARCUS

LORI S MARCUS

(Seal)

LENDER:

REGIONS BANK

KEGIOIA2 DAIAK

Authorized Signer

This Modification of Mortgage prepared by:

Name: VALORIE W LEE

Address: 3065 JOHN HAWKINS PARKWAY City, State, ZIP: HOOVER, AL 35244

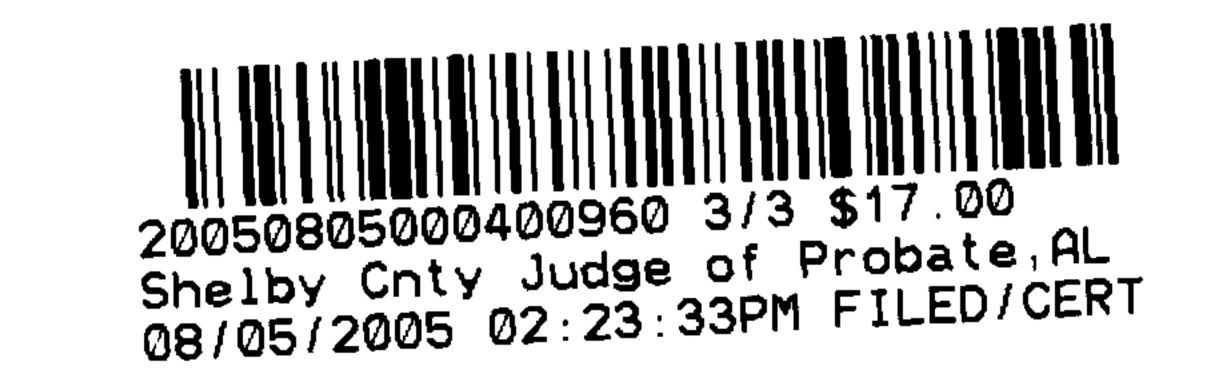
My commission expires

Page 2

MODIFICATION OF MORTGAGE (Continued)

INDIVIDUAL ACKNOWLEDGMENT 20050805000400960 2/3 \$17.00 Shelby Cnty Judge of Probate, AL 08/05/2005 02:23:33PM FILED/CERT **COUNTY OF** I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that CHARLES KELLY MARCUS and LORI S MARCUS, 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 **Notary Public** My commission expires 10-11-2000ROTARY PUBLIC STATE OF ALABAMA COMM. EXP. 10-11-2005 A SILVER TO THE PROPERTY OF THE PARTY OF THE LENDER ACKNOWLEDGMENT) SS 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, Ke 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-74887 PR-CL06



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Order Legal Descriptions

Full Legal Description:

LOT 26, ACCORDING TO THE MAP AND SURVEY OF RIVERCHASE WEST-DIVIDING RIDGE, RESIDENTIAL SUBDIVISION, AS RECORDED IN MAP BOOK 6, PAGE 108, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA. MINERAL AND MINING RIGHTS EXCEPTED. BEING THE SAME PROPERTY CONVEYED TO CHARLES KELLY MARCUS AND WIFE, LORI S. MARCUS JOINT TENANTS WITH THE RIGHTS OF SURVIVORSHIP BY DEED FROM GEORGE L. CARTER, JR. AND WIFE, ANNE G. CARTER RECORDED 04/28/1989 IN DEED BOOK 236 PAGE 320, IN THE PROBATE JUDGE'S OFFICE FOR SHELBY COUNTY, ALABAMA. TAX ID# 11-7-25-0-002-026.000

Brief Legal Description:

No brief legal description associated with this order.