

WHEN RECORDED MAIL TO:
REGIONS BANK
PELHAM MAIN OFFICE
2964 PELHAM PARKWAY
PELHAM, AL 35124

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

Inst # 2001-56165

12/21/2001 10:10 AM
SHELBY COUNTY JUDGE OF PROBATE
003 CH 18.00



MODIFICATION OF MORTGAGE



DOC4800000000290052839000000

THIS MODIFICATION OF MORTGAGE dated November 29, 2001, is made and executed between CHAD HUGHES, whose address is 5566 OLD HIGHWAY 280, STERRETT, AL 35147-8228 and BRENDA HUGHES, whose address is 5566 OLD HIGHWAY 280, STERRETT, AL 35147-8228; 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 February 3, 1995 (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

Recorded 02-14-95 , Instrument Number 199504038.

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

See 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 5566 Old Highway 280, Sterrett, AL 35147.

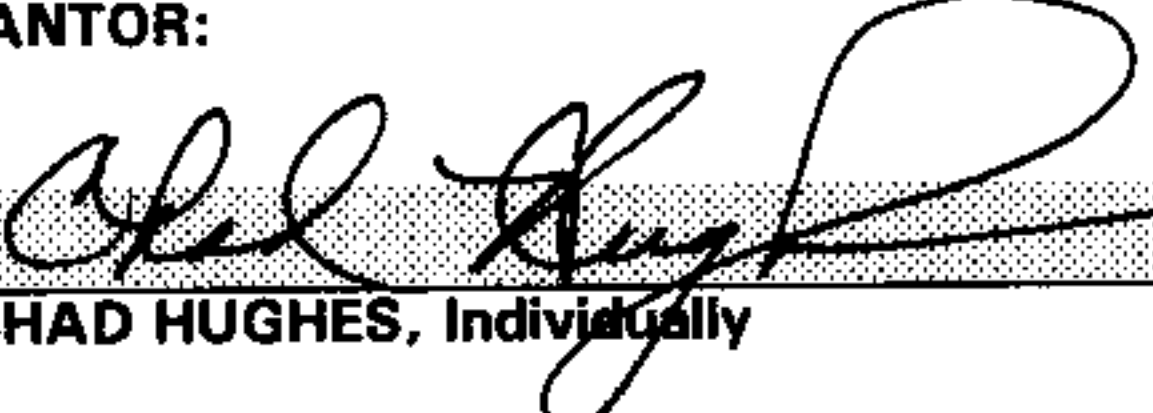
MODIFICATION. Lender and Grantor hereby modify the Mortgage as follows:

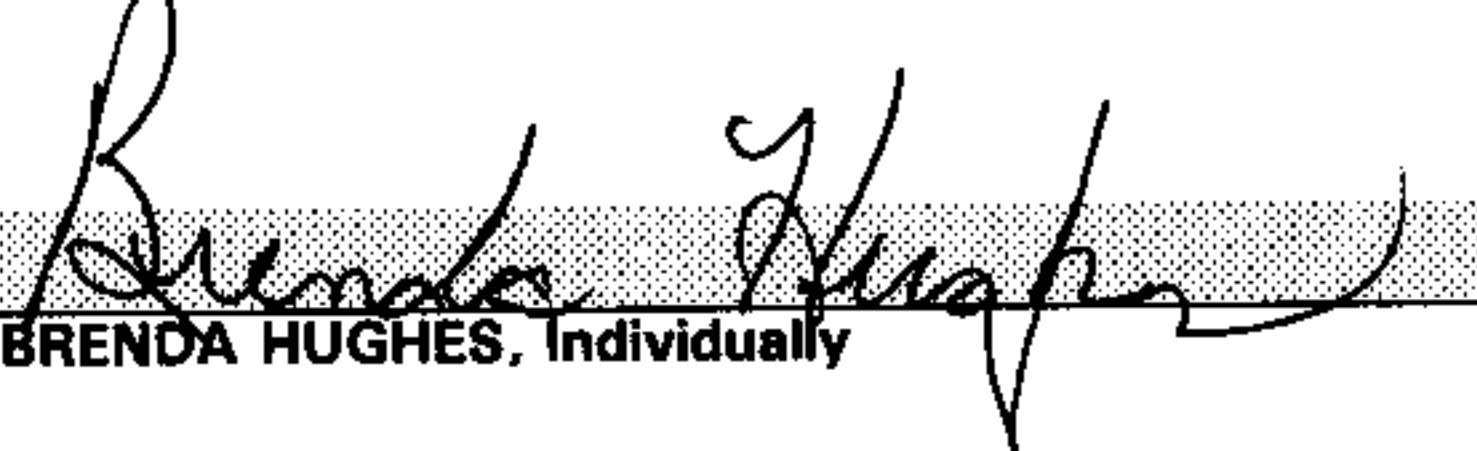
Decrease Interest Rate from 6.50% to 6.00%, Decrease Amount from \$50,000.00 to \$20,000.00, Extend Maturity date from 11-28-02 to 11-29-11.

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 NOVEMBER 29, 2001.

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  (Seal)
CHAD HUGHES, Individually

X  (Seal)
BRENDA HUGHES, Individually

LENDER:

X _____ (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

Name:
Address:
City, State, ZIP:

MODIFICATION OF MORTGAGE
(Continued)

Loan No: 0290052839

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Alabama)
) SS
COUNTY OF Shelby)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that CHAD HUGHES and BRENDA HUGHES, 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 29th day of November, 2001.
Lawrence R. Phillips
Notary Public

My commission expires 2-23-2005

LENDER ACKNOWLEDGMENT

STATE OF _____)
) SS
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 and who is known to me, acknowledged before me on this day that, being informed of the contents of said _____, 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____.

Notary Public

My commission expires _____

EXHIBIT A

A tract of land located in the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 20, Township 19 South, Range 1 East described as follows: Commence at the Southeast corner of the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of SE $\frac{1}{4}$ of said Section 20, Township 19 South, Range 1 East; thence run North along the East line of said forty a distance of 410 feet to a point; thence run in a Westerly direction, parallel to the North line of said forty a distance of 235 feet to a point; thence run South, parallel to the East line of said $\frac{1}{4}$ - $\frac{1}{4}$ section a distance of 100 feet to a point on the Northeast shoreline of a five acre lake; thence run in a Southeasterly direction along the meandering of said shoreline a distance of 426 feet, more or less, to the Point of Beginning; being situated in Shelby County, Alabama.

Together with an easement, 25 feet in width, for ingress and egress which said easement shall be located 25 feet West of the following described line; Commence at the point of intersection of the North right-of-way line of Old U.S. Highway 280 and the East line of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 20, Township 19 South, Range 1 East; thence run in a Westerly direction along the right-of-way line of said Highway a distance of 110 feet to the point of beginning of the line herein described; thence run North along the West line of the R.M. Whitaker lot a distance of 210 feet to a point; thence run in an Easterly direction along the North line of said Whitaker lot a distance of 110 feet to the East line of $\frac{1}{4}$ - $\frac{1}{4}$ Section; thence run in a Northerly direction along said East line of said $\frac{1}{4}$ - $\frac{1}{4}$ Section a distance of 318 feet, more or less, to the Southeast corner of the NE $\frac{1}{4}$ of SW $\frac{1}{4}$ of SE $\frac{1}{4}$ of said Section; said point being the point of ending of said described line; being situated in Shelby County, Alabama.

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