

**WHEN RECORDED MAIL TO:**

Regions Bank/CLD  
PO Box 4897  
Montgomery, AL 36103

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY



**MODIFICATION OF MORTGAGE**



\*DOC48002900000290054081000000\*

**THIS MODIFICATION OF MORTGAGE** dated February 3, 2005, is made and executed between **SHANE F MERRELL AKA SHANE MERRELL**, whose address is 1050 HWY 311, SHELBY, AL 35143-5601 and **ROBIN BENTLEY MERRELL AKA ROBIN MERRELL**, whose address is 1050 HIGHWAY 311, SHELBY, AL 35143-5601; **HUSBAND AND WIFE** (referred to below as "Grantor") and **REGIONS BANK**, whose address is P.O. BOX 946, 21325 HWY 25, COLUMBIANA, AL 35051 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated April 17, 2003 (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

Recorded May 7, 2003 in Instrument Number 20030507000282170, Shelby County, Alabama.

**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 1050 Highway 311, Shelby, AL 35051

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

Note in the principal amount of \$26,000.00, representing new money of \$16,000.00, due February 20, 2015.

**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 endorser 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 FEBRUARY 3, 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 Shane F Merrell (Seal)  
SHANE F MERRELL

x Robin Bentley Merrell (Seal)  
ROBIN BENTLEY MERRELL

**LENDER:**

**REGIONS BANK**

x Billy L. Jones (Seal)  
Authorized Signer

This Modification of Mortgage prepared by:

Name: Melinda S Walker  
Address: P.O. BOX 946  
City, State, ZIP: COLUMBIANA, AL 350 1

EXHIBIT "A"  
LEGAL DESCRIPTION

PARCEL "A":

Commence at the SW corner of the SE 1/4 of SE 1/4, Section 16, Township 24 North, Range 15 East, being the point of beginning of the parcel of land herein described; thence run in a Northerly direction along the West boundary of said 1/4-1/4 section for a distance of 212.79 feet to a point; thence turn 91 degrees 40 minutes 22 1/2 seconds to the right and run 148.00 feet to a point; thence turn 88 degrees 19 minutes 17 1/3 seconds to the right and run 212.79 feet to the point of intersection with the South boundary of said 1/4-1/4 section; thence turn 91 degrees 40 minutes 22 1/2 seconds to the right and run 148.00 feet to the point of beginning. Said parcel is lying in the SE 1/4 of the SE 1/4 of Section 16, Township 24 North, Range 15 East.

PARCEL "B":

Commence at the SW corner of the SE 1/4 of SE 1/4, Section 16, Township 24 North, Range 15 East; thence run in a Northerly direction along the West boundary of said 1/4-1/4 section for a distance of 212.79 feet to the point of beginning of the parcel of land herein described; thence continue along the same line for a distance of 121.95 feet to a point; thence turn 41 degrees 14 minutes 15 seconds to the right and run 350.07 feet to a point; thence turn 87 degrees 30 minutes to the right and run 141.66 feet to a point; thence turn 81 degrees 13 minutes 45 seconds to the right and run 214.24 feet to a point; thence turn 91 degrees 40 minutes 22 1/2 seconds to the right and run 148.00 feet to the point of beginning. Said parcel is lying in the SE 1/4 of the SE 1/4 of Section 16, Township 24 North, Range 15 East.

MERRELL

MODIFICATION OF MORTGAGE  
(Continued)

Loan No: 02900000290054081

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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 **SHANE F MERRELL and ROBIN BENTLEY MERRELL, 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 3rd day of Feb, 20 05.  
Delinda Smith  
Notary Public

My commission expires MY COMMISSION EXPIRES MARCH 24, 2005

LENDER ACKNOWLEDGMENT

STATE OF Alabama )  
 ) SS  
COUNTY OF Elmore )

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Regions Bank 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 10th day of February, 20 05.  
Brenda J. Bright  
Notary Public

My commission expires 3-24-07