20050318000123850 1/3 $92.00
Shelby Cnty Judge of Probate,AL
03/18/2005 12:35:13PM 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

REGIONS BANK SM

MODIFICATION OF MORTGAGE

DOC48002900000290054088000000

THIS MODIFICATION OF MORTGAGE dated February 4, 2005, is made and executed between DANIEL D WHETSTONE, whose address is 162 L AND M TRCE, SHELBY, AL 35143-5805; AN UNMARRIED 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 August 22, 2002 (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

Recorded August 30, 2002, Instrument Number 20020830000417650, 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 162 L AND M TRCE, SHELBY, AL 35143-5805.

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

Note in the principal amount of $100,000.00, representing new money of $50,000.00, due February 21, 2010.

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 FEBRUARY 4, 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 _____ **(Seal)**
DANIEL D WHETSTONE

LENDER:

REGIONS BANK

X _____ **(Seal)**
Authorized Signer

This Modification of Mortgage prepared by:

Name: Evelyn B Phillips, Servicing Officer
Address: 2964 PELHAM PARKWAY
City, State, ZIP: PELHAM, AL 35124

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Alabama)
) SS
COUNTY OF Shelby)

20050318000123850 2/3 $92.00
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I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **DANIEL D WHETSTONE, AN UNMARRIED 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 4th **day of** February, 2005.

Heather K Beaf
Notary Public

My commission expires June 3, 2008

LENDER 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 Evelyn Phillips of 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 4th **day of** February, 2005.

Heather K Beaf
Notary Public

My commission expires June 3, 2008

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Exhibit A

A parcel of land situated in the E ½ of the SE ¼ of Section 2, Township 24 North, Range 15 East, also being a part of Lots 7 & 8 of MURPHY'S FISHING CAMP SUBDIVISION as recorded in Map Book 3 Page 72 in the Shelby County Probate Office, described as follows Commence at the SE corner of Section 2 and go North 07 degrees 44 minutes 38 seconds East along the East boundary of said Section 2 for 689.64 feet; thence North 45 degrees 15 minutes 31 seconds West for 422.47 feet; thence North 50 degrees 27 minutes 17 seconds East for 144.90 feet, to the Point of Beginning; thence North 36 degrees 05 minutes 30 seconds East for 155.35 feet; thence North 75 degrees 11 minutes 32 seconds West for 183.41 feet to a point on a curve to the right on the Southerly boundary of L & M Trace, said curve having a central angle of 09 degrees 22 minutes 54 seconds and a radius of 342.12 feet; thence Westerly along said curve for 56.02 feet; thence South 43 degrees 05 minutes 48 seconds East for 175.00 feet to the Point of Beginning.
According to the survey of James A. Riggins, Reg. No. 9428, dated August 13, 1998.

LESS AND EXCEPT the North 10 ft. of the property herein conveyed. Said 10 ft. strip being more fully described as follows: Commence at the SE Corner of Section 2 and go North 07 degrees 44 minutes 38 seconds East along the East boundary of said Section 2 for 689.64 feet; thence North 45 degrees 15 minutes 31 seconds West for 422.47 feet; thence North 50 degrees 27 minutes 17 seconds East for 144.90 feet; thence North 36 Degrees 05 minutes 30 seconds East for 155.35 feet to the point of beginning of said strip; thence a line ten (10) feet South of and parallel to a line described as follows: go North 75 degrees 11 minutes 32 seconds West for 183.41 feet to the Southerly boundary of L & M Trace and the end of said strip.