

RECORDATION REQUESTED BY:

REGIONS BANK
PELHAM 2964 PELHAM PKWY
2964 PELHAM PARKWAY
PELHAM, AL 35124

WHEN RECORDED MAIL TO:

Regions Bank
Attn: Collateral Management Area
P.O. Box 1984
Birmingham, AL 35201

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY



MODIFICATION OF MORTGAGE

20083301421020



DOC4800401733001/290171557/9001000000

THIS MODIFICATION OF MORTGAGE dated November 28, 2008, is made and executed between MARTY BYROM, L L C, AN ALABAMA LIMITED LIABILITY COMPANY (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 April 15, 2002 (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

Recorded 4-30-2002 as Instrument # 20020430000203110 in the Office of the Judge of Probate of Shelby County, Alabama.

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

See the exhibit or other description document 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 2633 AND 2635 VALLEYDALE RD, BIRMINGHAM, AL 35244.

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

Principal Increase. Current balance is \$774,361.75 plus the new funds of \$4,372.35, makes the new balance \$778,734.10.

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 NOVEMBER 28, 2008.

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:

MARTY BYROM, L L C

By: Jerry L. Byrom Jr. (Seal)
JERRY L BYROM JR, Manager of MARTY BYROM, L L C

LENDER:

REGIONS BANK

X [Signature] (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

Name: DIANE SPEARS
Address: PO Box 1984
City, State, ZIP: Birmingham, AL 35201

MODIFICATION OF MORTGAGE
(Continued)

Loan No: 01/290171557/9001

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LIMITED LIABILITY COMPANY 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 JERRY L BYROM JR, Manager of MARTY BYROM, L L C, a limited liability company, 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, he or she, as such manager and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal this 28 day of November, 2008.

MY COMMISSION EXPIRES JUNE 3, 2012

Notary Public

My commission expires _____

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 J. Matthew Mayo whose name as Vice President of REGIONS BANK 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 the Modification of Mortgage, he or she, in his or her capacity as such Vice President of REGIONS BANK, executed the same voluntarily on the day same bears date.

Given under my hand and official seal this 28 day of November, 2008.

MY COMMISSION EXPIRES JUNE 3 2012

Notary Public

My commission expires _____




20090102000001230 2/3 \$23.60
Shelby Cnty Judge of Probate, AL
01/02/2009 01:09:13PM FILED/CERT

SCHEDULE A

A part of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 15, Township 19 South, Range 2 West, being more particularly described as follows:

Commence at the NW corner of said $\frac{1}{4}$ - $\frac{1}{4}$; thence 44 deg. 38 min. 36 sec. right from the North line of said $\frac{1}{4}$ - $\frac{1}{4}$ and run Southeasterly for a distance of 858.99 feet to the Southeasterly right-of-way of Valleydale Road (80 foot right-of-way) said point also being the point of beginning; thence 0 deg. 10 min. 23 sec. right and run Southeasterly for a distance 300.06 feet; thence 90 deg. 16 min. 48 sec. left and run Northeasterly for a distance of 208.69 feet; thence 89 deg. 51 min. 09 sec. left and run Northwesterly for a distance of 242.37 feet to the Southeasterly right-of-way of Valleydale Road; thence 75 deg. 50 min. 28 sec. left to the tangent of a curve to the right, having an intersection angle of 1 deg. 47 min. 54 sec. and a radius of 2913.72 feet; thence run along the arc of said curve and said right-of-way Southwesterly for a distance of 91.45 feet; thence continue along the tangent of said curve and along said right-of-way Southwesterly for a distance of 124.48 feet to the point of beginning; being situated in Shelby County, Alabama.


20090102000001230 3/3 \$23.60
Shelby Cnty Judge of Probate, AL
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