

RECORDATION REQUESTED BY:  
REGIONS BANK  
PELHAM 2964 PELHAM PKWY  
2964 PELHAM PARKWAY  
PELHAM, AL 35124

20110706000194940 1/3 \$98.70  
Shelby Cnty Judge of Probate, AL  
07/06/2011 11:19:06 AM FILED/CERT

WHEN RECORDED MAIL TO:  
Regions Bank  
Collateral Management  
PO Box 12926  
Birmingham, AL 35202

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

20110940942020



## MODIFICATION OF MORTGAGE



\*DOC48004017310000000070001469660000000\*

THIS MODIFICATION OF MORTGAGE dated May 5, 2011, is made and executed between CREATION PROPERTIES,L.L.C. (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 November 29, 2007 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

In regard to that certain promissory note dated 11-29-2007, in the original principal sum of \$177,334.60 (the Original Note), and to secure the payment of the Original Note, Grantor made, executed and delivered that certain Deed of Trust or Mortgage of even date therewith and in the same principal sum as the Original Note, which deed of trust or mortgage is recorded in Book or Instrument number 20071219000571170, at Page (if applicable) of the public records of SHELBY County, AL.

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 1960 & 1998 FULTON SPRINGS RD, ALABASTER, AL 35007.

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

Principal Increase: Whereas the Note has a present principal balance of \$154,556.07, and the Borrower is the obligor under the Note and the Grantor is the grantor under the Deed of Trust or Mortgage, and Regions Bank is the owner and the holder of the Note and Deed of Trust or Mortgage; and whereas the Borrower and the Grantor have requested an additional advance of \$53,706.12. The present principal balance of the Note is as stated above and with the additional advance the principal balance of the Renewal Note is \$208262.19.

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 MAY 5, 2011.

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:

CREATION PROPERTIES,L.L.C.

By:  (Seal)  
DENNIS ROY LYONS, Member of CREATION PROPERTIES,L.L.C.

By:  (Seal)  
PATRICIA DORN LYONS, Member of CREATION PROPERTIES,L.L.C.

LENDER:


REGIONS BANK

X  (Seal)  
Authorized Signer

B2011061500395

This Modification of Mortgage prepared by:

Name: TONI N SMITH  
Address: 2964 PELHAM PARKWAY  
City, State, ZIP: PELHAM, AL 35124

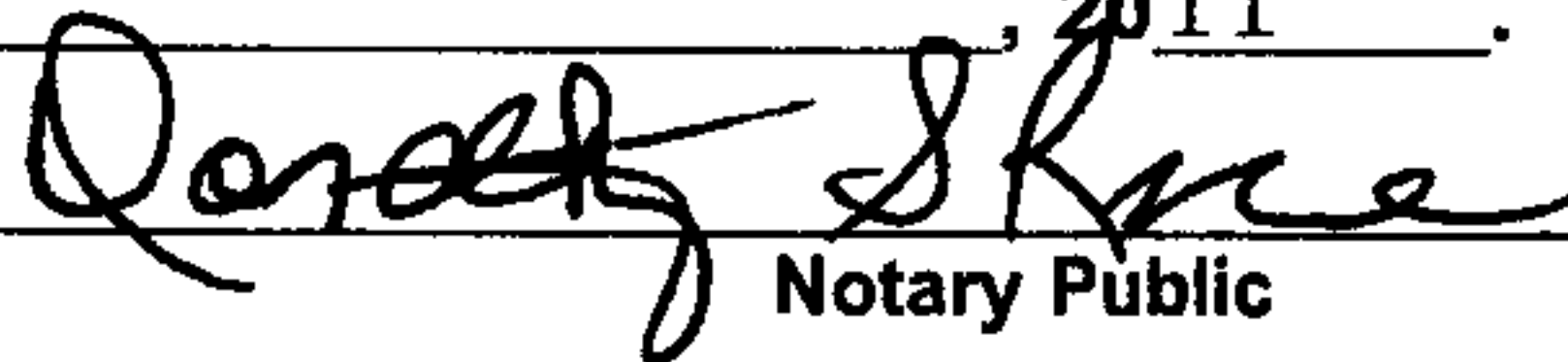
  
20110706000194940 2/3 \$98.70  
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LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

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 DENNIS ROY LYONS, Member of CREATION PROPERTIES,L.L.C. and PATRICIA DORN LYONS, Member of CREATION PROPERTIES,L.L.C., a limited liability company, are signed to the foregoing Modification and who are known to me, acknowledged before me on this day that, being informed of the contents of said Modification, they, as such members 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 5th day of May, 2011.

  
Notary Public

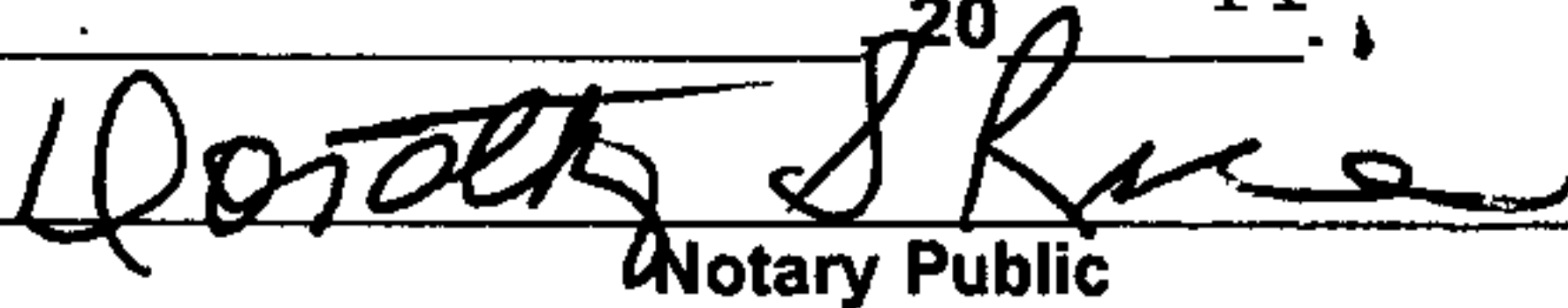
My commission expires 11/10/2014

LENDER ACKNOWLEDGMENT

STATE OF Alabama )  
 ) SS  
COUNTY OF Shelby )

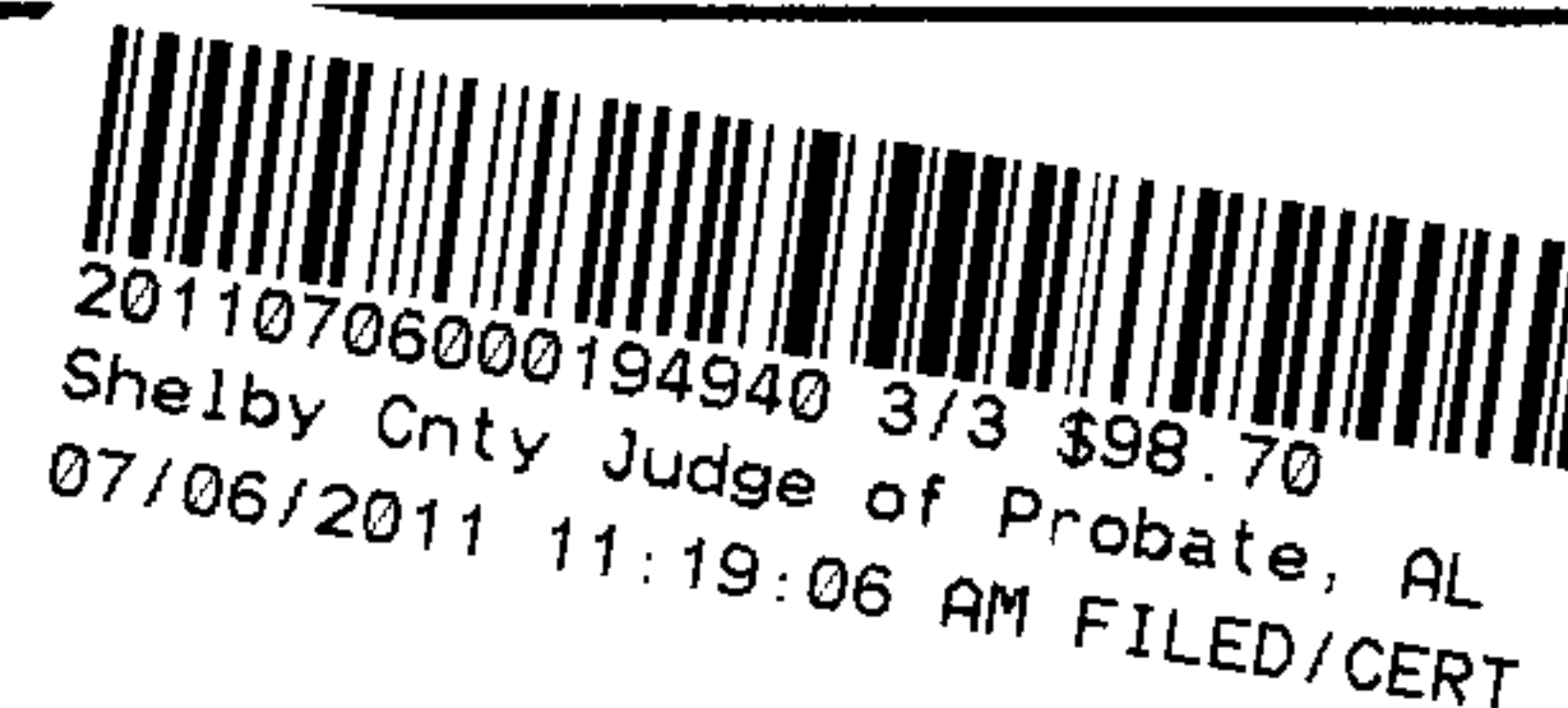
I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Philip Webb whose name as Vice President of REGIONS BANK is signed to the foregoing Modification and who is known to me, acknowledged before me on this day that, being informed of the contents of the 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 5th day of May, 2011.

  
Notary Public

My commission expires 11/ 10/2014





COMMITMENT FOR TITLE INSURANCE  
Issued by  
*Chicago Title Insurance Company*

LTC File No: 5828D-11

EXHIBIT "A" - LEGAL DESCRIPTION

Lots 2-A, 2-C and 3, according to the Resubdivision of Lots 2 and 3, Saginaw Industrial Park, as recorded in Map Book 27, page 58, in the Probate Office of Shelby County, Alabama.

TO BE CONVEYED ALSO that portion of subject property designated as "Towersite" on the recorded map.

TOGETHER WITH an easement for ingress and egress recorded in Instrument No. 20020926000463470 and assigned in that certain Assignment of Easements dated January 24, 2003, recorded in 20030129000054680 being more particularly described as follows:

An access easement lying in and being a part of the Southeast  $\frac{1}{4}$  of Section 12, Township 21 South, Range 3 West, Shelby County, Alabama, said easement lying in Lot 1 of "Saginaw Industrial Park" as recorded in Map Book 25, page 54, in the Probate Office of Shelby County, Alabama, said easement being more particularly described as follows:

Commence at an iron pin found at said Southeast corner of Section 12, Township 21 South, Range 3 West; thence proceed Northerly along the East line of said Section 12 for 751.84 feet to an iron pin found at the Northeast corner of Lot 2-C of "Resubdivision of Lots 2 & 3 Saginaw Industrial Park" as recorded in Map Book 27, page 58, in the Probate Office of Shelby County, Alabama; thence turn a deflection angle left of  $82^{\circ}48'22''$  and proceed Northwesterly along the Northerly line of said subdivision for 686.04 feet to an iron pin found at the Northwest corner of Lot 2-B of "Resubdivision of Lots 2 & 3 Saginaw Industrial Park", said point also lying on the Easterly right of way margin of Shelby County Highway No. 26, said point also lying in a curve to the right, said curve having a central angle of  $23^{\circ}37'08''$  and a radius of 994.93 feet; thence turn a deflection angle left of  $84^{\circ}53'57''$  to the tangent of said curve and proceed Southwesterly along the arc of said curve and along said Easterly right of way margin of Shelby County Highway No. 26 for 410.13 feet to a point, said point being the Point of Beginning of the herein described easement; thence leaving said right of way margin of Shelby County Highway No. 26, turn a deflection angle left of  $87^{\circ}38'28''$  from the tangent of the last described curve and proceed Southeasterly along the Southerly line of said Lot 1 of "Saginaw Industrial Park" for 142.30 feet to a point; thence turn a deflection angle left of  $26^{\circ}42'46''$  and proceed Southeasterly along the Southerly line of said Lot 1 of "Saginaw Industrial Park" for 26.62 feet to a point; thence turn a deflection angle left of  $38^{\circ}52'58''$  and proceed Northeasterly along the Southeasterly line of said Lot 1 of "Saginaw Industrial Park" for 32.62 feet to a point; thence leaving said Southeasterly line of Lot 1 turn a deflection angle left of  $111^{\circ}29'38''$  and proceed Northwesterly for 183.21 feet to a point on said Easterly right of way margin of Shelby County Highway No. 26, said point also lying in a curve to the right, said curve having a central angle of  $2^{\circ}56'33''$  and a radius of 994.93 feet; thence turn a deflection angle left of  $98^{\circ}12'42''$  to the tangent of said curve and proceed Southwesterly along the arc of said curve and along said Easterly right of way margin of Shelby County Highway No. 26 for 51.10 feet to the Point of Beginning.