

WHEN RECORDED MAIL TO:

Regions Bank
2964 Pelham Parkway
Pelham, AL 35124

Inst # 1998-01890

01/20/1998-01890
02:09 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 MC3 73.50

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

0515205-9001

Inst # 1998-01890



MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE IS DATED DECEMBER 22, 1997, BETWEEN RANDALL H. GOGGANS, a married man, (referred to below as "Grantor"), whose address is Riverchase Office Plaza, Suite 124, Birmingham, AL 35244; and Regions Bank (referred to below as "Lender"), whose address is 2964 Pelham Parkway, Pelham, AL 35124.

MORTGAGE. Grantor and Lender have entered into a mortgage dated November 20, 1997 (the "Mortgage") recorded in Shelby County, State of Alabama as follows:

Recorded in Inst. # 1997-38609 on November 26, 1997 in the Probate Office of Shelby County, Alabama

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

see attached Exhibit "A"

The Real Property or its address is commonly known as **metes and bounds**.

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

Principal Increase. from \$150,000.00 to \$190,000.00

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect. 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 endorers 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.

EACH GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE, AND EACH GRANTOR AGREES TO ITS TERMS.

GRANTOR:

X  (SEAL)
RANDALL H. GOGGANS

LENDER:

Regions Bank

By: _____
Authorized Officer

This Modification of Mortgage prepared by: X _____

Name of Signer: Louise Holland

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 **RANDALL H. GOGGANS**, 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 22nd day of December, 1997.

MY COMMISSION EXPIRES FEBRUARY 24, 2001

Louise D. Hall
Notary Public

My commission expires _____

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 _____

Given under my hand and official seal this _____ day of _____, 19____

Notary Public

My commission expires _____

Schedule A

A parcel of land situated in the SE 1/4 of the SW 1/4 and in the SW 1/4 of the SE 1/4 of Section 19, and in the NW 1/4 of the NE 1/4 of Section 30, Township 20 South, Range 2 West and being more particularly described as follows:

BEGIN at the NE Corner of the SE 1/4 of the SW 1/4 of Section 19, Township 20 South, Range 2 West, said point being the POINT OF BEGINNING; thence S 89deg-36'-47" E a distance of 48.84' to a point on the southeasterly right-of-way line of Shelby County Highway No. 52 (R.O.W. Varior), said point lying on a curve to the right having a radius of 1472.05' and a central angle of 19deg-26'-07"; thence along said right-of-way line and the arc of said curve a distance of 499.33', said arc subtended by a chord which bears S 83deg-42'-25" W a distance of 496.94', to the end of said arc; thence S 17deg-32'-44" W and leaving said right-of-way line a distance of 221.28'; thence N 64deg-17'-28" W a distance of 149.95' to a point on a curve to the right having a radius of 154.80' and a central angle of 69deg-09'-13"; thence along the arc of said curve a distance of 186.84', said arc subtended by a chord which bears N 29deg-42'-51" W a distance of 175.70', to a point on a compound curve to the right having a radius of 30.40' and a central angle of 80deg-18'-35"; thence along the arc of said curve a distance of 42.61', said arc subtended by a chord which bears N 45deg-01'-03" E a distance of 39.21', to the end of said curve and a point on the southwesterly right-of-way line of said highway; thence N 80deg-19'-19" W along said right-of-way line a distance of 108.49', to a point on a curve to the right having a radius of 30.00' and a central angle of 73deg-51'-27"; thence along the arc of said curve a distance of 38.67', said arc subtended by a chord which bears S 30deg-14'-19" E a distance of 36.05', to a point on a reverse curve to the left having a radius of 217.52' and a central angle of 71deg-05'-50"; thence along the arc of said curve a distance of 269.92', said arc subtended by a chord which bears S 28deg-51'-31" E a distance of 252.93', to the end of said curve; thence S 55deg-04'-43" W a distance of 310.75'; thence N 80deg-40'-50" W a distance of 223.78'; thence S 1deg-11'-00" W a distance of 922.80' to a point on the southerly boundary of said 1/4-1/4 section; thence S 89deg-34'-06" E along said southerly boundary a distance of 1264.73' to the SE Corner of said 1/4-1/4 section; thence S 89deg-29'-10" E a distance of 65.48'; thence S 1deg-34'-33" W a distance of 281.15'; thence S 53deg-05'-17" E a distance of 310.74' to a point on the northwesterly right-of-way line of Shelby County Highway No. 11 (80' R.O.W.); thence N 36deg-54'-40" E along said right-of-way line a distance of 160.87'; thence N 37deg-33'-02" E along said right-of-way line a distance of 203.07'; thence N 37deg-30'-37" E along said right-of-way line a distance of 106.87' to a point on a curve to the right having a radius of 25.00' and a central angle of 89deg-38'-48"; thence leaving said right-of-way line and along the arc of said curve a distance of 39.12', said arc subtended by a chord which bears N 89deg-11'-26" W a distance of 35.25', to a point on a compound curve to the right having a radius of 230.51' and a central angle of 34deg-30'-26"; thence along the arc of said curve a distance of 138.83', said arc subtended by a chord which bears N 27deg-42'-30" W a distance of 136.74', to the end of said curve; thence N 10deg-30'-02" W a distance of 265.26'; thence N 37deg-38'-42" E a distance of 1296.67' to the northerly boundary of the SW 1/4 of the SE 1/4 of Section 19; thence N 89deg-27'-39" W along the northerly boundary of said 1/4-1/4 Section a distance of 1236.41 feet to the point of beginning. Being situated in Shelby County, Alabama.

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