

WHEN RECORDED MAIL TO:

Regions Bank
P. O. Box 10247
Birmingham, AL 35202

Inst # 1998-17452

05/12/1998-17452
03:18 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 MCD 431.00

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY



MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE IS DATED MAY 7, 1998, BETWEEN Randall H. Goggans, A married man, (referred to below as "Grantor"), whose address is 100 Applegate Circle, Pelham, AL 35124; and Regions Bank (referred to below as "Lender"), whose address is P. O. Box 10247, Birmingham, AL 35202.

MORTGAGE. Grantor and Lender have entered into a mortgage dated August 9, 1996 (the "Mortgage") recorded in Shelby County, State of Alabama as follows:

Recorded on August 14, 1996 in the Probate Office of Shelby County, Alabama in Instrument #1996-26370

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

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 as further described in mortgage referenced above.

The Real Property or its address is commonly known as Highway 52, Pelham, AL 35124. The Real Property tax identification number is 58-14-9-30-0-000-001-004; 58-14-4-19-3-001-010 & 58-14-4-19-4-000-005.


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

Increase principal amount secured by mortgage from \$600,000.00 to \$850,000.00.

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 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.

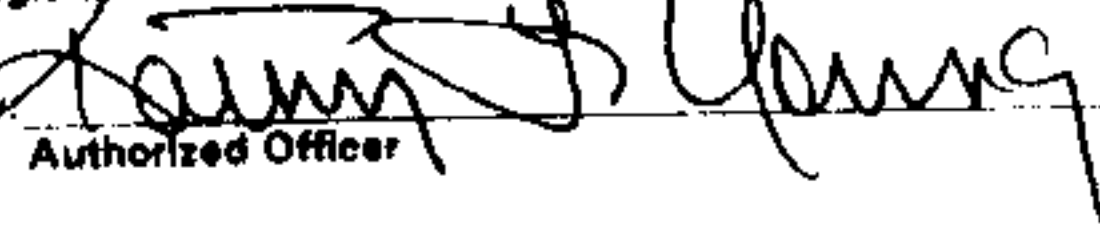
EACH GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE, AND EACH GRANTOR AGREES TO ITS TERMS.

GRANTOR:

X  (SEAL)
Randall H. Goggans

LENDER:

Regions Bank

By 
Authorized Officer

This Modification of Mortgage prepared by:

Name: Denise Y. Hagan/Real Estate Department
Address: 417 North 20th. Street
City, State, ZIP: Birmingham, Alabama 35203

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Alabama)
) ss
COUNTY OF Jefferson)

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 7th day of May, 19 98.

[Signature]
Notary Public

My commission expires 12/31/2002

LENDER ACKNOWLEDGMENT

STATE OF Alabama)
) ss
COUNTY OF Jefferson)

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 _____

LENDER ACKNOWLEDGMENT

STATE OF ALABAMA
COUNTY OF JEFFERSON

I, the undersigned authority, a Notary Public in and for Said County and State hereby certify that Kathy L. Young whose name as Vice President of Regions Bank, a Corporation, is signed to the foregoing instrument, and who is known to me, acknowledge before me, on this day, that being informed of the contents of the conveyance, he, 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 7th day of May, 1998.

[Signature]
Notary Public

My commission expires 12/31/2002

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