

WHEN RECORDED MAIL TO:

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

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY



MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE IS DATED OCTOBER 22, 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 and Modification of Mortgage dated May 7, 1998 and recorded on May 12, 1998 in Instrument #1998-17452 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:

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. Less and except attached Exhibit "A"

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 \$880,000.00 to \$980,000.00.

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. Hagen/Real Estate Department
Address: 417 North 20th Street
City, State, ZIP: Birmingham, Alabama 35203

Inst # 1998-41690

10/26/1998-41690
03:47 AM CERTIFIED


SHELBY COUNTY JUDGE OF PROBATE
003 CRH 163.50

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 M. 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 October, 19 98.


Notary Public

MY COMMISSION EXPIRES JULY 7, 2002

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 _____

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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 Modification, 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 22nd day of October, 1998.


Notary Public

MY

EXPIRES 2002

Exhibit "A"

Less and Except a parcel of land located in the SW 1/4 of the SE 1/4 of Section 19, Township 20 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows: Commence at the NE corner of the SW 1/4 of the SE 1/4 of Section 19, Township 20 South, Range 2 West; thence run North 89 deg. 27 min. 39 sec. West, a distance of 124.78 feet to the Point of Beginning; thence North 89 deg. 27 min. 39 sec. West a distance of 573.06 feet; thence South 20 deg. 45 min. 01 sec. East a distance of 536.62 feet; thence North 37 deg. 38 min. 42 sec. East, a distance of 626.94 feet to the Point of Beginning; being situated in Shelby County, Alabama.

Less and Except Lots 1, 2, 2A, 3, and 3A, according to the Survey of Oak Mountain Business Park, Sector 1, as recorded in Map Book 23 page 84 in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

Less and Except a parcel of land located in the NW 1/4 of the NE 1/4 of Section 30, Township 20 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows: Commence at the NW corner of the NW 1/4 of the NE 1/4 of Section 30, Township 20 South, Range 2 West; thence run South 89 deg. 29 min. 10 sec. East a distance of 65.48 feet; thence South 01 deg. 34 min. 33 sec. West a distance of 268.93 feet to the point of beginning; thence South 53 deg. 05 min. 17 sec. East a distance of 310.74 feet to the West right of way line of Shelby County Highway 11; thence North 36 deg. 54 min. 40 sec. East along the Right of way a distance of 154.39 feet to the point of a curve to the left having a length of 62.39 feet, a radius of 40.00 feet and a central angle of 89 deg. 21 min. 38 sec.; thence North 52 deg. 26 min. 58 sec. West a distance of 22.41 feet to the point of a curve to the right having a length of 133.48 feet, a radius of 280.00 feet and a central angle of 27 deg. 18 min. 48 sec.; thence South 64 deg. 51 min. 50 sec. West a distance of 257.31 feet to the point of beginning; being situated in Shelby County, Alabama.

Also known as Lot 11, Oak Mountain Business Park

Less and Except a parcel of land located in the SW 1/4 of the SE 1/4 of Section 19, Township 20 South, Range 2 West, Shelby County, Alabama being more particularly described as follows: Commence at the NE corner of the SW 1/4 of the SE 1/4 of Section 19, Township 20 South, Range 2 West, thence run North 89 deg. 27 min. 39 sec. West a distance of 697.84 feet; thence South 20 deg. 45 min. 01 sec. East a distance of 139.34 feet to the POINT OF BEGINNING; thence continue along the last described course a distance of 230.23 feet; thence South 78 deg. 34 min. 43 sec. West a distance of 443.63 feet to a curve on the East R.O.W. line of the proposed Applegate Cove; thence right along said curve to the left having a radius of 230.00 feet a chord bearing North 6 deg. 33 min. 41 sec. West for a distance of 102.70 feet; thence North 19 deg. 21 min. 12 sec. West a distance of 56.15 feet to the point of a curve to the right having a radius of 40.00 feet a chord bearing North 03 deg. 25 min. 59 sec. East, and an arc length of 31.82 feet to the point of a curve to the left having a radius of 60.00 feet a chord bearing of North 07 deg. 10 min. 27 sec. East, and an arc length of 39.89 feet; thence North 78 deg. 07 min. 43 sec. East a distance of 385.01 feet to the POINT OF BEGINNING.

Also subject to: The North 1/2 of a 50.00 foot wide easement lying 25.00 feet North of the southern most boundary line of above described parcel. Said easement having a centerline bearing of North 78 deg. 34 min. 43 sec. East and a length of 443.63 feet.

The foregoing property is to be known as Lot 19, Oak Mountain Business Park.

10/26/1998-41690
09:47 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
163.70