

WHEN RECORDED MAIL TO:

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

Inst # 1999-16431
04/19/99-16431
10:54 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
36.00
SPACE ABOVE THIS LINE IS FOR RECORDERS USE ONLY



MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE IS DATED APRIL 12, 1999, BETWEEN Larry O Guy and Kim K Guy, husband and wife, (referred to below as "Grantor"), whose address is 189 Prairie Rose Lane, Harpersville, AL 35078-0000; 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 June 2, 1998 (the "Mortgage") recorded in Shelby County, State of Alabama as follows:

Recorded in the Shelby County Judge of Probate Office in Inst.#1998-21353

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 189 Prairie Rose Lane, Harpersville, AL 35078-0000. The Real Property tax identification number is 07-8-28-1-000-003.002.

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

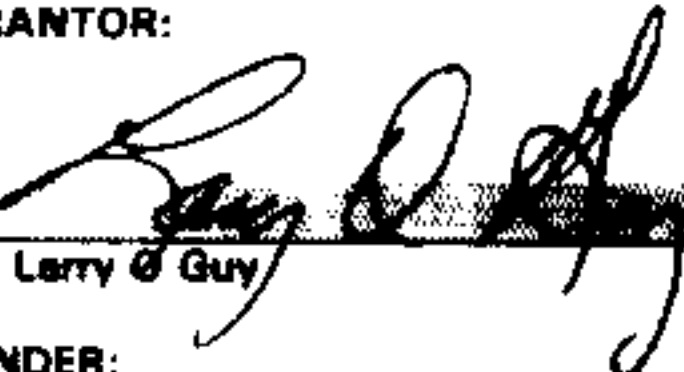
Principal Increase from \$25,000.00 to \$40,000.00..

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.

CAUTION -- IT IS IMPORTANT THAT YOU THOROUGHLY READ THE CONTRACT BEFORE YOU SIGN IT.

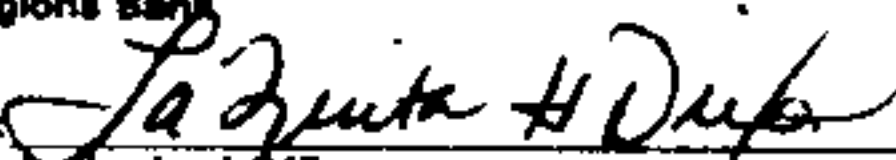
GRANTOR:

X  (SEAL)
Larry O Guy

X  (SEAL)
Kim K Guy

LENDER:

Regions Bank

By: 
Authorized Officer

This Modification of Mortgage prepared by:

Name: Tamela Dixon
Address: 417 N 20th Street
City, State, ZIP: Birmingham, AL 35202

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 Larry O Guy and Kim E Guy, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of said Modification, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 12th day of April, 19 99.

 My commission expires FEBRUARY 2, 2002

L. J. Denta
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 _____

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Exhibit "A"

Said Property situated partly in the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ and the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 28, Township 19 South, Range 2 East and being more particularly described as follows:

Commence at the NW corner of the NE $\frac{1}{4}$ of Section 28, Township 19 South, Range 2 East as the point of beginning and run South 01-39-02W along the West line of said $\frac{1}{4}$ 1419.67 feet to the Northwesternly Right of Way of CSX Railroad; thence, run North 59-39-47 East along said right of way 700.00 feet; thence, run North 01-39-02 East 1023.04 feet to a point 25.00 feet South of the North line of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 28; thence, run South 88-16-15 East 656.00 to the Southwesterly right of way of Shelby County Highway #83; thence, run North 46-10-21 West along said right of way 37.40 feet to an existing 5/8" rebar on said right of way and section line; thence, run North 88-16-15 West along said section line 1222.00 feet to the point of beginning.

Situated in Shelby County, Alabama