WHEN RECORDED MAIL TO:

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

Inst # 1999-17709

04/30/1999-17709
11:13 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
01.00

THIS LINE IS FOR RECORDER'S USE ONLY

Regions Bank

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE IS DATED APRIL 27, 1999, BETWEEN Birmingham Builders, Inc., A Corporation (referred to below as "Grantor"), whose address is 1328 Highway 36, 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 October 21, 1998 (the "Mortgage") recorded in Shelby County, State of Alabama as follows:

Mortgage recorded October 22, 1998 in Shelby County, Alabama, Book 1998 page 41445.

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

Lot 8, according to the Survey of Greystone, 7th Sector, Phase V, as recorded in Map Book 23 page 61 in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama. Mineral and mining rights excepted.

The Real Property or its address is commonly known as **7023 Montrose Road, Birmingham, AL 35242.** The Real Property tax identification number is 58-03-8-27-0-001-001.

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

amend and increase existing loan secured by a mortgage from $506,250.00 to $543,750.00..

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:

Birmingham Builders, Inc.

By: _____ (SEAL)
Kenneth E. Williams, President

LENDER:

Regions Bank

By: _____
Authorized Officer

This Modification of Mortgage prepared by:

Name: Liz Payne/Real Estate Department
Address: P.O. Box 10247
City, State, ZIP: Birmingham, Al 35202

CORPORATE 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 Kenneth E. Williams, President, of Stringfellow Builders, Inc., a corporation, 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 said Modification of Mortgage, he or she, 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 27th day of April, 1999

Elizabeth A. Pope
Notary Public

My commission expires MY COMMISSION EXPIRES APRIL 7, 2002

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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04/28/1999-17709
11:19 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 SHA 67.25