

WHEN RECORDED MAIL TO:

Regions Bank
2984 Pelham Parkway
Pelham, AL 35124

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

029-1516450-9001



MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE IS DATED DECEMBER 13, 1999, BETWEEN Daniel D. Whetstone, an unmarried man, (referred to below as "Grantor"), whose address is 1804 Sunnybrook Lane, Helena, AL 35080; and Regions Bank (referred to below as "Lender"), whose address is 2984 Pelham Parkway, Pelham, AL 35124.

MORTGAGE. Grantor and Lender have entered into a mortgage dated June 14, 1999 (the "Mortgage") recorded in Shelby County, State of Alabama as follows:

recorded as Inst. #1999-28546 in the Office of the Judge of Probate in Shelby County, Alabama.

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

Parcel I and II

The Real Property or its address is commonly known as 1804 Sunnybrook Lane and 1806 Sunset Lane, Helena, AL 35080.

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

Principal increase of \$78,000, for a total of \$173,397.91 and adding the following piece of property: Parcel II: Begin at the Southeast corner of NW 1/4 of NE 1/4 of Section 33, Township 20 South, Range 3 West, and run West along South line of NW 1/4 of NE 1/4 of Section 33, Township 20 South, Range 3 West for 185.0 feet; thence Northerly at 90 degrees, 00 minutes for 800.0 feet to point of beginning; thence continue North along same line for 186.23 feet; thence Westerly at 89 degrees, 57 1/2 minutes for 272.50 feet; thence Southerly at 90 degrees 02 1/2 minutes for 186.43 feet; thence Easterly at 90 degrees 00 minutes for 272.50 feet to point of beginning..

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.

THIS MODIFICATION IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS MODIFICATION IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.

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

GRANTOR:

X  (SEAL)
Daniel D. Whetstone

LENDER:

Regions Bank

By: _____
Authorized Officer

This Modification of Mortgage prepared by:

Name: Louise Holland
Address: 2984 Pelham Parkway
City, State, ZIP: Pelham, Alabama 35124

Inst # 2000-00061

01/04/2000-00061
09:39 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
DOE HNS 129.30

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 Daniel D. Whetstone, 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 13 day of December, 19 99

Louise D. Hall
Notary Public

My commission expires 2/24/2001

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 _____

Inst # 2000-00061

01/04/2000-00061
09:39 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 HPS 129.50