

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 MARCH 3, 2000, 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 17, 1999 (the "Mortgage") recorded in Shelby County, State of Alabama as follows:

Recorded on August 18, 1999 in the Probate Office of Shelby County, Alabama in Instrument #1999-34765

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

The S 1/2 of the SW 1/4; SW 1/4 of the SE 1/4; NE 1/4 of the SW 1/4; NW 1/4 of the SE 1/4 and the SW 1/4 of the NW 1/4, South of paved County Road 42; W 1/2 of the SE 1/4 of the NW 1/4, South of paved County Road 42 and South of (Shelby Springs) Elyton Road, all of the above land being located in Section 2, Township 22 South, Range 2 West, Shelby County, Alabama. And, the N 1/2 of the NW 1/4; NW 1/4 of the NE 1/4, all of the above lands being located in Section 11, Township 22 South, Range 2 West, Shelby County, Alabama. Mineral and mining rights excepted.

The Real Property tax identification number is 58-28-1-02-0-000-015 & 58-28-1-11-0-000-001

MODIFICATION Grantor and Lender hereby modify the Mortgage as follows:

Increase principal balance from \$1,450,000.00 to \$1,625,000.00.

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.

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.

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

Inst. # 2000-07056

03/06/2000-07056
10:28 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 001 273.50

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 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 3rd day of March, 20 00

[Signature]
Notary Public

My commission expires February 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 _____, 20 _____

Notary Public

My commission expires _____

Inst. # 2000-07056

03/06/2000-07056
10:28 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
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