

WHEN RECORDED MAIL TO:

Regions Bank
225 West College Street
Columbiana, AL 36051

0290052192

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY



MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE IS DATED MARCH 31, 2000, BETWEEN DONALD D DAWKINS and LANDA B DAWKINS, man & wife, (referred to below as "Grantor"), whose address is 88 CEDAR LN, COLUMBIANA, AL 36051-5158; and Regions Bank (referred to below as "Lender"), whose address is 225 West College Street, Columbiana, AL 36051.

MORTGAGE. Grantor and Lender have entered into a mortgage dated June 4, 1999 (the "Mortgage") recorded in Shelby County, State of Alabama as follows:

Recording date 06/22/1999, Shelby County Judge of Probate, Instrument #1999-25965

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

See Attached Schedule "A"

The Real Property or its address is commonly known as 88 CEDAR LN, COLUMBIANA, AL 36051-5158.

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

Rate decrease from WSJ Prime plus 1.00% to WSJ Prime plus .75%, and principal increase from \$12,000.00 to \$22,000.00.

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 endorser 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 Donald D. Dawkins
DONALD D DAWKINS

X Landa B Dawkins
LANDA B DAWKINS

LENDER:

Regions Bank

By: Billy Jones
Authorized Officer

This Modification of Mortgage prepared by:

Name: Karen Murphy
Address: 2804 Pelham Parkway
City, State, ZIP: Pelham, AL 36124

Inst # 2000-13083

04/20/2000-13083
12:10 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
20.00

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Alabama)
COUNTY OF Shelby) ss

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that DONALD D DAWKINS and LANDA S DAWKINS, 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 31 day of March, 2000

Gladys Wurdhain
Notary Public

My commission expires August 12, 2001

LENDER ACKNOWLEDGMENT

STATE OF Alabama)
COUNTY OF Shelby) ss

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 31 day of March, 2000

Gladys Wurdhain
Notary Public

My commission expires
August 12, 2001

My commission expires

Schedule "A"

Commence at the NE corner of the SE 1/4 of NE 1/4 of Section 36, Township 21 South, Range 1 East; thence run South along said 1/4-1/4 line a distance of 924.31 feet; thence turn an angle of 85 degrees 35 minutes 18 seconds right and run a distance of 2408.47 feet to the point of beginning; thence continue along last described course a distance of 128.64 feet; thence turn an angle of 90 degrees 00 minutes 00 seconds right and run a distance of 141.73 feet; thence turn an angle of 86 degrees 41 minutes 51 seconds left and run a distance of 191.42 feet; thence turn an angle of 73 degrees 26 minutes 49 seconds right to the chord of a curve to the left and run a distance of 75.07 feet along the chord of said curve; thence turn an angle of 105 degrees 43 minutes 37 seconds right from the chord of said curve and run a distance of 275.00 feet; thence turn an angle of 05 degrees 34 minutes 14 seconds right to the chord of a curve to the right and run a distance of 95.30 feet along the chord of said curve; thence turn an angle of 91 degrees 03 minutes 32 seconds right from the chord of said curve and run a distance of 203.16 feet to the point of beginning. According to the survey of Rodney Shiflett, dated February 17, 1998.

Inst # 2000-13083

04/20/2000-13083
12:10 PM CERTIFIED
WELBY COUNTY JUDGE OF PROBATE
SJD CJL 25.38