

- ☒ Effective as of June 1, 2000, the new loan amount shall be \$ 480000.00
- ☐ The new maturity date shall be _____.
- ☐ The initial interest rate as set forth in the Adjustable Rate Rider is herein changed from _____% to _____%.

3.

All other terms and provisions of the Note and the Security Instrument not herein specifically amended and modified shall remain in full force and effect as originally set forth in the respective documents. Nothing contained herein shall be understood or construed to be a satisfaction or release in whole or in part of the Note or Security Instrument.

4.

Borrower herein represents and warrants that it is not in default under the terms of the Note or the Security Instrument, and further that it knows of no event that has occurred which, but for the passage of time, would constitute an event of default under the terms of the Note or the Security Instrument.

5.

(Check Appropriate Box)

☐ There are no intangible taxes due upon the recording of this Modification Agreement because the above referenced State does not collect an intangible tax on the recording of Security Instruments

☐ There are no intangible taxes due upon the recording of this Modification Agreement because the intangible tax was paid at the time of the recording of the Security Instrument and the amount of the underlying indebtedness has not increased

☐ There is an intangible tax due of \$ _____ because the amount of the underlying indebtedness has increased from \$ 441,200.00 to \$ 480,000.00 Such tax amount is herewith remitted at this time.

IN WITNESS WHEREOF, the undersigned parties have hereunto set their hands and affixed their seals as of the day and year first above written.

As To Borrower(s):

Signed, sealed and delivered
in the presence of:

Witness

BORROWER(S):

Robert E. Garner (SEAL)
Robert E. Garner

Suzanne M. Garner (SEAL)
Suzanne M. Garner

(SEAL)

(SEAL)

As to Lender:

Signed, sealed and delivered
in the presence of:

Witness

Witness

LENDER:

By: Charles H. Walker

Title: SVP

[CORPORATE SEAL]

This instrument prepared by: Clayton T. Sweeney, Attorney at Law
2700 Highway 280 East, Suite 290E
Birmingham, AL 35223

ACKNOWLEDGMENT AS TO BORROWER(S)

STATE OF Alabama
COUNTY/PARISH OF Jefferson

This is to certify that before me, a notary public, personally appeared _____
Robert E. Garner and Suzanne M. Garner

each of whom is known to me personally (or proved to me their identity on the basis of satisfactory evidence) and who acknowledged before me on this day that he/she did execute the foregoing instrument voluntarily and of his/her own free will for the purposes therein contained.

Witness my hand and official seal, this 1st day of June, 2000


Notary Public

My Commission Expires: 6/5/03

ACKNOWLEDGMENT AS TO LENDER

STATE OF Alabama
COUNTY/PARISH OF Jefferson

This is to certify that before me, a notary public, personally appeared Charles Watkins known to me personally (or proved to me on the basis of satisfactory evidence) and who acknowledged to me that he/she is Senior Vice President of Regions Bank, a corporation, and did acknowledge that, as such officer and with full authority, he/she did execute, seal and deliver the foregoing instrument for and on behalf of the corporation and as the free act and deed of the corporation.

Witness my hand and official seal, this 5th day of June, 2000


Notary Public

My Commission Expires: _____

EXHIBIT "A"

Lot 58, according to the Survey of Weatherly King's Crest, Sector 3, Phase 2, as recorded in Map Book 16, Page 141, in the Office of the Judge of Probate of Shelby County, Alabama.

Inst # 2000-19097

06/08/2000-19097
09:15 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
004 NYS 74.20