

WHEN RECORDED MAIL TO:

Regions Bank
2964 Pelham Parkway
Pelham, AL 35124

0299005259

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY



MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE IS DATED JULY 5, 2000, BETWEEN RAYBURN CARTER and LUCINDA J CARTER, man & wife, (referred to below as "Grantor"), whose address is 103 Carter Lane, Alabaster, AL 35007-; and Regions Bank (referred to below as "Lender"), whose address is 2964 Pelham Parkway, Pelham, AL 35124.

MORTGAGE. Grantor and Lender have entered into a mortgage dated October 20, 1993 (the "Mortgage") recorded in Shelby County, State of Alabama as follows:

Recording date 10/26/1993-33419 in Instrument #1993-33419, Shelby County Judge of Probate, Alabama.

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 **103 Carter Lane, Alabaster, AL 35007-.**

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

Principal increase from \$120,000.00 to \$150,000.00..

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  (SEAL)
RAYBURN CARTER

x  (SEAL)
LUCINDA J CARTER

LENDER:

Regions Bank

By: _____
Authorized Officer

This Modification of Mortgage prepared by:

Name: Karen Murphy
Address: 2964 Pelham Parkway
City, State, ZIP: Pelham, Alabama 35124

Inst # 2000-24078

07/18/2000-24078
09:51 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 MMS 58.50

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 **RAYBURN CARTER and LUCINDA J CARTER**, 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 5th day of July, 20 00.
Karen Olfman
Notary Public

My commission expires My Commission Expires 12-15-2001

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 _____, 20 _____.

Notary Public

My commission expires _____

Inst # 2000-24078

07/18/2000-24078
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SHELBY COUNTY JUDGE OF PROBATE
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SCHEDULE A CONTINUED
LEGAL DESCRIPTION

Commence at the northeast corner of the South 1/2 of the NE 1/4 - SW 1/4 of Section 14, Township 21 South, Range 3 West, Shelby County, Alabama and run thence westerly along the north line of said 1/2-1/4-1/4 section a distance of 75.0 feet to the point of beginning of the property being described, Thence continue along last described course a distance of 447.50 feet to a point, Thence turn a deflection angle of 92 degrees 42 minutes 14 seconds left and run southerly a distance of 469.35 feet to a point, Thence turn a deflection angle of 98 degrees 52 minutes 30 seconds left and run easterly a distance of 517.80 feet to a point in the centerline of an existing asphalt driveway, Thence turn a deflection angle of 91 degrees 04 minutes 21 seconds left and run northerly a distance of 373.98 feet to the point of beginning.

There is a twenty foot wide access easement for ingress and egress to and from Carter's Lane described as follows:

Commence at the southwest corner of the NW 1/4 of the SE 1/4 of section 14, Township 21 South, Range 3 West, Shelby County, Alabama and run thence easterly along the south line of said quarter-quarter section a distance of 243.0 feet to the point of beginning on centerline, of the property being described, Thence run North 1 degrees 05 minutes West a distance of 143.70 feet to a point, Thence run North 43 degrees 04 seconds West a distance of 66.80 feet to a point, Thence run North 46 degrees 07 minutes West a distance of 175.00 feet to the end of easement which point is also the southeast corner of above described property. According to the survey of Joseph E. Conn, Jr. A.R.P.L.S. #9049, dated January 7, 1990.