

WHEN RECORDED MAIL TO:

Regions Bank
2964 Pelham Parkway
Pelham, AL 35124

299002259
SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY



MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE IS DATED JULY 26, 2000, BETWEEN DOUGLAS M KENT, II and REBECCA KENT, man & wife, (referred to below as "Grantor"), whose address is 9606 HIGHWAY 119, ALABASTER, AL 35007-5331; 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 June 20, 1989 (the "Mortgage") recorded in Shelby County, State of Alabama as follows:

Recording date June 23, 1989, Book 244, Page 22 in Probate Office Shelby County, Alabama.

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

see attached Exhibit "A"

The Real Property or its address is commonly known as 9606 HIGHWAY 119, ALABASTER, AL 35007-5331.

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

Principal increase from \$80,000.00 to \$130,000.00. Decreasing margin from WSJ Prime plus 1.50% to WSJ Prime..

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: This residence no longer constitutes the homestead of Douglas M. Kent, II and Peggy S. Kent. This is to affirm that the real estate subject to this mortgage, located at 9606 Hwy 119, Alabaster, AL 35007, is the homestead of Douglas M. Kent, II and wife Rebecca Kent.
X Douglas M Kent II (SEAL) X Rebecca Kent (SEAL)
DOUGLAS M KENT, II REBECCA KENT

LENDER: Kent, II and wife Rebecca Kent.

Regions Bank

By: [Signature]
Authorized Officer

This Modification of Mortgage prepared by:

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

Inst # 2000-26809

08/08/2000-26809
09:51 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 CJ1 88.50

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 **DOUGLAS M KENT,II; and REBECCA KENT**, 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 26th day of July, 2000.
James L. Selwin
Notary Public

My commission expires MY COMMISSION EXPIRES OCT. 20, 2003

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 _____

EXHIBIT "A"

A portion of land situated in Section 11, Township 21 South, Range 3 West, in Shelby County, Alabama, being more particularly described as follows: Commence at the SW corner of Section 11, Township 21 South, Range 3 West, and run East along the South line thereof 1460.34 feet; thence turn left 65 degrees 57 minutes 50 seconds and run Northeasterly 292.90 feet; thence turn left 0 degrees 31 minutes 50 seconds and

continue Northeasterly 1219.09 feet; thence turn left 4 degrees 50 minutes 30 seconds and continue Northeasterly 286.43 feet to a point where Buck Creek crosses the Southeasterly right of way line of Alabama Highway No. 119 and the point of beginning; thence turn left 180 degrees 00 minutes and run Southwesterly along said right of way line 286.43 feet; thence turn left 93 degrees 33 minutes 30 seconds and run Southeasterly 426.08 feet; thence turn left 88 degrees 01 minutes 10 seconds and run Northeasterly 344.24 feet to a point in Buck Creek; thence turn left and run along Buck Creek 430 feet, more or less, to the point of beginning. Situated in Shelby County, Alabama.

Inst # 2000-26809

08/08/2000-26809
09:51 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 C31 88.50