

Inst # 2000-29577

This Instrument Prepared By:
James W. Fuhrmeister
ALLISON, MAY, ALVIS, FUHRMEISTER,
KIMBROUGH & SHARP, L. L. C.
P. O. Box 380275
Birmingham, AL 35238

08/29/2000-29577
10:32 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
005 HHS 19.50

MORTGAGE MODIFICATION AGREEMENT

STATE OF ALABAMA)
)
COUNTY OF SHELBY)

WHEREAS, **REGIONS BANK f/k/a First Alabama Bank** ("Mortgagee") heretofore made a loan in the amount of **\$328,000.00** to **NEIL BAILEY AND TILLIE BAILEY**, husband and wife ("Mortgagor"), as evidenced by that certain Commercial Loan Agreement Master Note and Modification To Loan Agreement both dated May 31, 1996 and by that certain Modification To Commercial Loan Agreement dated November 15, 1996 (collectively, "Note"); and

WHEREAS, said Note is secured, among other things, by that certain Mortgage executed by said Mortgagor in favor of said Mortgagee and dated May 31, 1996 and recorded as **Instrument # 1996-18474** in the Office of the Judge of Probate of Shelby County, Alabama and modified by that certain Mortgage Modification Agreement executed by Mortgagor and Mortgagee on November 15, 1996 and recorded as **Instrument # 1996-40321** in the Office of the Judge of Probate of Shelby County, Alabama (collectively, the "Mortgage"); and

WHEREAS, Mortgagor and Mortgagee have agreed to modify some terms of the Note and Mortgage and Mortgagor and Mortgagee have executed a Modification To

Commercial Loan Agreement dated even date herewith which modifies some terms of the Note;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, Mortgagor and Mortgagee agree as follows:

1. The Mortgage is hereby modified to secure payment of the Note dated May 31, 1996 as previously modified and as modified even date herewith in the principal sum of \$328,000.00 signed by NEIL BAILEY and TILLEY BAILEY, husband and wife.

2. Mortgagor, in consideration of the change in some of the terms of the Note and in consideration of the loan of further sums by Mortgagee and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, shall pay the principal and interest as set forth in the Note, as previously modified, and as set forth in the Modification To Commercial Loan Agreement executed even date herewith and shall comply with the other terms of the Commercial Loan Agreement dated May 31, 1996, Modification to Loan Agreement dated May 31, 1996, Modification To Commercial Loan Agreement dated November 15, 1996, Mortgage dated May 31, 1996, and Modification To Mortgage dated November 15, 1996, except as modified herein.

3. When the terms and provisions contained in the Mortgage, as previously modified, in any way conflict with the terms and provisions of this agreement, the terms and conditions contained herein shall prevail, and as modified by this agreement, the Mortgage is hereby ratified and confirmed.

4. This agreement shall be binding on the heirs, executors, administrators, successors, and assigns of the respective parties.

IN WITNESS WHEREOF, the parties have executed this agreement on the 18th day of August, 2000.

MORTGAGOR:

Neil Bailey
NEIL BAILEY

Tillie Bailey
TILLIE BAILEY

MORTGAGEE:

REGIONS BANK, an Alabama banking corporation

By: [Signature]

Its: President

ACKNOWLEDGEMENT

STATE OF ALABAMA)
)
COUNTY OF SHELBY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that **Neil Bailey and Tillie Bailey** 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 the conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 18th day of August, 2000.

Joanne R. Lewin
Notary Public
My Commission Expires: MY COMMISSION EXPIRES OCT. 20, 2003

STATE OF ALABAMA)
)
COUNTY OF SHELBY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Anthony F. Holmes whose name as President of **REGIONS BANK**, a corporation, 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 the conveyance, he executed the same voluntarily and with full authority as the act of said corporation.

Given under my hand and official seal, this the 18th day of August, 2000.

Joanne R. Lewin
Notary Public
My Commission Expires: 10/20/03

EXHIBIT A

**H. NEIL BAILEY
TILLIE BAILEY**

A parcel of land situated in the South Half of the NW 1/4 of the SW 1/4 of Section 31, Township 19 South, Range 2 West, Shelby County, Alabama; and being more particularly described as follows:

Commence at the NW Corner of the NW 1/4 of the SW 1/4 of Section 31, Township 19 South, Range 2 West; thence South 0 deg. 19 min. 52 sec. West along the Westerly boundary of said 1/4-1/4 section a distance of 654.74 feet; thence South 87 deg. 49 min. 10 sec. East a distance of 998.14 feet to the Point of Beginning; thence continue along the last described course a distance of 100.00 feet; thence South 01 deg. 39 min. 13 sec. West a distance of 221.46 feet; thence North 57 deg. 08 min. 14 sec. West a distance of 92.84 feet to a point on a curve to the left having a radius of 92.72 feet and a central angle of 14 deg. 01 min. 18 sec.; thence along the arc of said curve a distance of 22.69 feet, said arc subtended by a chord which bears North 63 min. 49 sec. 26 sec. West a distance of 22.63 feet to the end of said arc; thence North 01 deg. 39 min. 13 sec. East a distance of 164.88 to the Point of Beginning.

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