

mtg. amt.
\$30,000.00

WHEN RECORDED MAIL TO:

Regions Bank
3172 Cahaba Heights Plaza
Birmingham, AL 35243

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY



MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE IS DATED AUGUST 11, 2000, BETWEEN Phillip D Weldon and Andrea W Weldon, husband and wife, (referred to below as "Grantor"), whose address is 1850 Highway 467, Vincent, AL 35178-0000; and Regions Bank (referred to below as "Lender"), whose address is 3172 Cahaba Heights Plaza, Birmingham, AL 35243.

MORTGAGE. Grantor and Lender have entered into a mortgage dated July 13, 1995 (the "Mortgage") recorded in Shelby County, State of Alabama as follows:

mortgage recorded in Inst #1995-19013 in the Probate Office of Shelby Co., Alabama

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

See attached for Exhibit "A"

The Real Property or its address is commonly known as **1850 Highway 467, Vincent, AL 35178-0000.**

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

Extend maturity date from July 29, 2000 to July 28, 2005.

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 Phillip D. Weldon (SEAL)
Phillip D Weldon

x Andrea W. Weldon (SEAL)
Andrea W Weldon

LENDER:

Regions Bank

By: L. Quita H. Difer
Authorized Officer

This Modification of Mortgage prepared by:

Name: K Sartain
Address: 417 North 20th Street
City, State, ZIP: Birmingham, Alabama 35203

Inst # 2000-33518

09/22/2000-33518
11:13 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 CJ1 58.50

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Alabama)
COUNTY OF Jefferson) SS

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **Phillip D Weldon and Andrea W Weldon**, 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 25th day of August, 2000.
Brenda Z. Sears
Notary Public

My commission expires Jan. 14, 2004

LENDER ACKNOWLEDGMENT

STATE OF _____)
COUNTY OF _____) 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 _____ day of _____, 20____.

Notary Public

My commission expires _____

File Number 39383

Exhibit A

A parcel of land located in the Northeast 1/4 of the Southeast 1/4 of Section 33, Township 18 South, Range 2 East, Shelby County, Alabama. Said property is more particularly described as follows:

Commence at the Northeast corner of the Northeast 1/4 of the Southeast 1/4 of Section 33, Township 18 South, Range 2 East, Shelby County, Alabama, and run in a Westerly direction along the North line of said 1/4-1/4 section a distance of 1258.90 feet to a point; thence deflect 90 degrees 00 minutes 00 seconds to the left and run in a Southerly direction a distance of 667.28 feet to a point on the East Right-of-Way line of a county road, which point is the point of beginning; thence deflect 77 degrees 03 minutes 00 seconds to the left and run in a Southeasterly direction a distance of 290.00 feet to a point; thence turn an interior angle of 90 degrees 00 minutes 00 seconds and run to the right in a Southwesterly direction a distance of 150.00 feet to a point; thence turn an interior angle of 90 degrees 00 minutes 00 seconds and run to the right in a Northwesterly direction a distance of 290.00 feet to a point on the East right-of-way line of said county road; thence turn an interior angle of 95 degrees 41 minutes 30 seconds to the tangent of a curve to the right, having a radius of 756.20 feet, a central angle of 11 degrees 23 minutes 00 seconds, and an arc length of 150.25 feet, and run to the right in a Northeasterly direction along said Right-of-Way line a distance of 150.25 feet to the point of beginning of the herein described parcel.

* 2000-33518

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