Inst # 2001-05547

02/16/2001-05547
11:15 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
004 CJI 21.00

STATE OF ALABAMA
COUNTY/PARISH OF Shelby

0005766498

MODIFICATION AGREEMENT

This MODIFICATION AGREEMENT is made and entered into this 20th day of December, 2000, by and between HARMON D ACKER SR and SHANNON M ACKER, husband and wife (hereinafter referred to as "Borrower"), and REGIONS BANK (hereinafter referred to as "Lender") for the property located at 899 10TH STREET SW ALABASTER ALABAMA 35007

WITNESSETH:

WHEREAS, Borrower executed a note (the "Note") in favor of the Lender dated 12/10/1999, in the original principal amount of $130,000.00; and

WHEREAS, Borrower executed a mortgage, deed of trust or security deed (the "Security Instrument") dated 12/10/1999, in favor of the Lender securing the indebtedness evidenced by the above referenced Note with a parcel of land described on Exhibit "A" attached hereto and incorporated herein by reference and being more particularly described in said Security Instrument; and

WHEREAS, the above referenced Security Instrument was recorded in Instrument # ~~Book~~ 1999-50952 ~~Page~~ _____, or instrument number _____, of the Shelby County/Parish, Alabama, records on 12/17/99; and

WHEREAS, the parties now desire to amend and modify the Note and the Security Instrument to provide for changes in the terms;

NOW, THEREFORE, in consideration of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is herein acknowledged, the parties do herein agree to the modification of the Note and the Security Instrument as herein set forth:

1.

The Note is herein amended and modified as follows: (appropriate boxes are marked)

- ☐ The parties herein agree that, effective as of _____, the new loan amount shall be $_____.
- ☐ Effective as of _____, the interest rate to be charged on the unpaid principal balance shall be _____% per annum.
- ☒ The monthly payments of principal and interest will now begin on February 1, 2001 and will continue thereafter to be paid on the same day of each succeeding month until paid in full.
- ☒ The new monthly payments of principal and interest will be in the amount of $895.50.
- ☐ The new maturity date shall be _____.
- ☐ Other: _____.

2.

The Security Instrument is herein amended and modified as follows: (appropriate boxes are marked)

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

CLAYTON T. SWEENEY, ATTORNEY AT LAW

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 $________________ to $________________. 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:

[signature]
Witness

BORROWER(S):

Harmon D. Acker Sr. (SEAL)
HARMON D ACKER SR

[signature] (SEAL)
SHANNON M ACKER

________________________________(SEAL)

________________________________(SEAL)

As to Lender:

Signed, sealed and delivered
in the presence of:

Laurie D. Holland
Witness

Karen Murphy
Witness

LENDER:

REGIONS BANK

By: Ronald B Roberts
Ronald B. Roberts

Title: Sr. Vice President

[CORPORATE SEAL]

This instrument prepared by: Clayton T. Sweeney, Attorney
2700 Highway 280 East, Suite 390E
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 Harmon D. Acker, Sr. and Shannon M. Acker, 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 20th day of December, 2000.

Notary Public

My Commission Expires: 6/5/03

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ACKNOWLEDGMENT AS TO LENDER

STATE OF ALABAMA
COUNTY/PARISH OF SHELBY

This is to certify that before me, a notary public, personally appeared Ronald B. Roberts known to me personally (or proved to me on the basis of satisfactory evidence) and who acknowledged to me that he/she is Sr. 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 22 day of December, 2000.

Louise D. Holland
Notary Public

My Commission Expires:
2/24/2001

EXHIBIT "A"
LEGAL DESCRIPTION

Commence at the NE corner of the NW 1/4, of the SW V4 of Section 2, Township 21 South, Range 3 West and run Westerly along the North line of said 1/4 - 1/4 Section for 658.23 feet to the East R.O.W. line of 10th Street, S.W.; thence turn 51deg. 01 min. 13 sec. left and run in a Southerly direction along said R.O.W. line for 1014.89 feet to the point of beginning; thence continue along the last stated course for 50.0 feet to a point; thence 47 deg. 40 min. 40 sec. to the left and run in a Southeasterly direction along the chord of a curve, having a radius of 84.27 feet for 71.67 feet to a point; thence turn 34 deg.17 min. 50 sec. to the right (angle measured to chord) and run in a Southerly direction for 312.48 feet to a point; thence 15 deg. 20 min. left and run in a Southeasterly direction for 90 feet more or less to the centerline of Buck Creek; thence follow the meander of said centerline in a general Northeasterly direction for 350 feet more or less; thence run in a Northwesterly direction for 347 feet more or less to a point; thence turn 34 deg. 57 min. 41 sec. to the left in a Westerly direction for 90.0 feet to the point of beginning.

Situated in Shelby County, Alabama.