

WHEN RECORDED MAIL TO:

Regions Bank
2964 Pelham Parkway
Pelham, AL 35124

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY



MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE IS DATED FEBRUARY 12, 2001, BETWEEN Randall M Festavan and Deidre C Festavan, husband and wife, (referred to below as "Grantor"), whose address is 1503 Secretariat Circle, Helena, AL 35080-4133; 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 August 21, 2000 (the "Mortgage") recorded in Shelby County, State of Alabama as follows:

Recorded on August 29, 2000 in the Office of Judge of Probate of Shelby County, Instrument 2000-29576

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" for legal description

The Real Property or its address is commonly known as **97 Crane Lane, Calera, AL 35040.**

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

Principal Decrease from \$650,000.00 to \$516,652.00.

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.

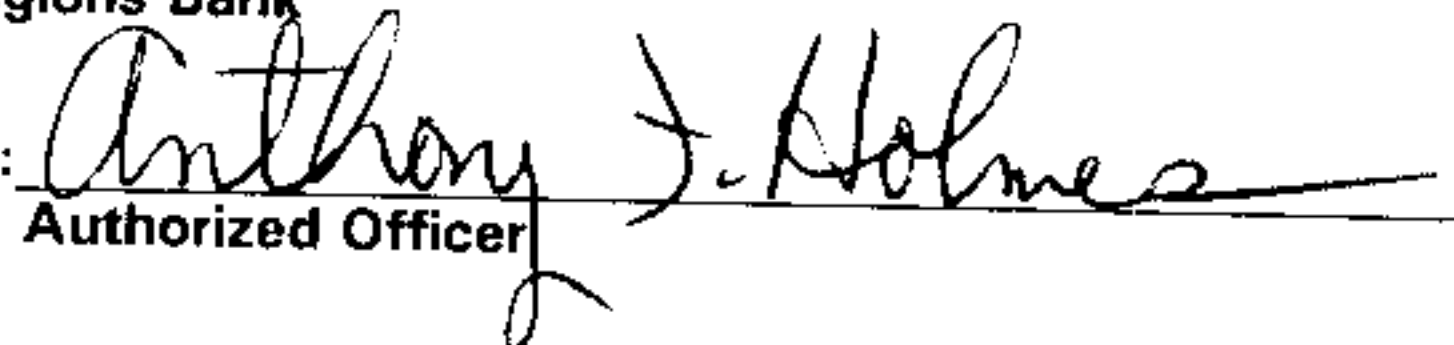
GRANTOR:

X  (SEAL)
Randall M Festavan

X  (SEAL)
Deidre C Festavan

LENDER:

Regions Bank

By: 
Authorized Officer

This Modification of Mortgage prepared by:

Name: Carol Cruse
Address: 417 North 20th Street
City, State, ZIP: Birmingham, AL 35203

Inst # 2001-07240

03/02/2001-07240

09:17 AM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE

003 MMB 18.00

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 **Randall M Festavan and Deidre C Festavan**, 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 13th day of February, 20 01.

Joanne R. Selvi
Notary Public

My commission expires 10/20/03

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 _____

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 4, TOWNSHIP 24 NORTH, RANGE 13 EAST; THENCE SOUTH 04 DEGREES 41 MINUTES 21 SECONDS EAST, 269.56 FEET TO THE POINT OF BEGINNING; THENCE FROM THE POINT OF BEGINNING NORTH 89 DEGREES 12 MINUTES 39 SECONDS EAST, 395.00 FEET TO A POINT; THENCE SOUTH 04 DEGREES 41 MINUTES 21 SECONDS EAST, 397.85 FEET TO A POINT; THENCE SOUTH 84 DEGREES 34 MINUTES 02 SECONDS WEST, 185.71 FEET TO A POINT; THENCE SOUTH 05 DEGREES 13 MINUTES 55 SECONDS EAST, 38.05 FEET TO A POINT ON THE NORTHERN RIGHT-OF-WAY FOR NORFOLK AND SOUTHERN RAILROAD; THENCE, ALONG SAID NORTHERN RIGHT OF WAY, SOUTH 87 DEGREES 00 MINUTES 55 SECONDS WEST, 209.76 FEET TO A POINT; THENCE, LEAVING SAID RIGHT OF WAY, NORTH 04 DEGREES 41 MINUTES 21 SECONDS WEST, 432.07 FEET TO THE POINT OF BEGINNING. CONTAINING 3.83 ACRES MORE OR LESS.

Inst # 2001-07240
03/02/2001-07240

09:17 AM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE
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LEGAL