

WHEN RECORDED MAIL TO:

REGIONS BANK
COLUMBIANA
255 WEST COLLEGE STREET
COLUMBIANA, AL 35051

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY



MODIFICATION OF MORTGAGE



DOC48000000000299004338000000

THIS MODIFICATION OF MORTGAGE dated April 5, 2001, is made and executed between RANDALL R MORRIS, whose address is 270 HIGHWAY 49; , COLUMBIANA, AL 35051-3800 and DONNA R MORRIS, whose address is 270 HIGHWAY 49; , COLUMBIANA, AL 35051-3800; HUSBAND AND WIFE (referred to below as "Grantor") and REGIONS BANK, whose address is 255 WEST COLLEGE STREET, COLUMBIANA, AL 35051 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated November 4, 1992 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

Recorded 11-13-1992 in Instrument Number 199226693 in the Office of the Judge of Probate of Shelby County, Alabama.

REAL PROPERTY DESCRIPTION. The Mortgage covers the following described real property located in SHELBY County, State of Alabama:

See Exhibit A, which is attached to this Modification and made a part of this Modification as if fully set forth herein.

The Real Property or its address is commonly known as 270 HIGHWAY 49; , COLUMBIANA, AL 35051-3800.

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

Increase Principal from \$80,000.00 to \$100,000.00.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. 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 endorsers 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.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED APRIL 5, 2001. 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 *Randall Royce Morris* (Seal)
RANDALL ROYCE MORRIS, Individually

X *Donna Reed Morris* (Seal)
DONNA REED MORRIS, Individually

LENDER:

X *Billy Jones VP* (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

Name: Stephanie Reid, Loan Processor
Address: 417 North 20th Street
City, State, ZIP: Birmingham, AL 35203

Inst # 2001-16162

04/25/2001-16162
10:29 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 KB 47.00

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Alabama)
COUNTY OF Shelby) SS
)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **RANDALL ROYCE MORRIS and DONNA REED MORRIS**, 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 5 day of April, 2001.
Gladys Winkler
Notary Public

My commission expires August 12, 2001

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 _____ a corporation, is signed to the foregoing and who is known to me, acknowledged before me on this day that, being informed of the contents of said , he or she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this _____ day of _____, 20____.

Notary Public

My commission expires _____

EXHIBIT "A"

One acre in SW 1/4 of SE 1/4 of Section 6 and NW 1/4 of NE 1/4 of Section 7, Township 21 South, Range 1 East, more particularly described as follows: From SW corner of SW 1/4 of SE 1/4 of Section 6, Township 21 South, Range 1 East, run East on forty line for 312.5 feet for point of beginning; thence 90 degrees to left run 75 feet, thence 90 degrees to right run 210 feet, thence 90 degrees to right run 210 feet, thence 90 degrees to right run 210 feet, thence 90 degrees to right run 135 feet to point of beginning. Situated in the SW 1/4 of SE 1/4 of Section 6 and NW 1/4 of NE 1/4 of Section 7, Township 21 South, Range 1 East, Shelby County, Alabama.

Inst # 2001-16162

04/25/2001-16162
10:29 AM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE
003 MB 47.00