

Inst # 2001-29802

07/18/2001-29302

12:10 PM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE
003 MSB 54.50

WHEN RECORDED MAIL TO:

REGIONS BANK
PELHAM MAIN OFFICE
2964 PELHAM PARKWAY
PELHAM, AL 35124

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY



MODIFICATION OF MORTGAGE



DOC48000000000299004046000000

THIS MODIFICATION OF MORTGAGE dated June 28, 2001, is made and executed between HOWARD M BARNES, whose address is 765 HIGHWAY 107; , MONTEVALLO, AL 35115-5539 and MARY P BARNES, whose address is 765 HIGHWAY 107; , MONTEVALLO, AL 35115-5539; HUSBAND AND WIFE (referred to below as "Grantor") and REGIONS BANK, whose address is 2964 PELHAM PARKWAY, PELHAM, AL 35124 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated June 12, 1992 (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

real estate mortgage dated 06/12/1992, filed on 06/24/1992 in the Probate Office of Shelby County, Alabama in Instrument Number 199212216.

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 765 Hwy 107, Montevallo, AL 35115.

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

increase principal amount of loan from \$50,000.00 to \$75,000.00.

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 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.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED JUNE 28, 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  (Seal)
HOWARD M BARNES, Individually

X  (Seal)
MARY P BARNES, Individually

LENDER:

X _____ (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

Name: Kelli Sartain
Address: 2964 PELHAM PARKWAY
City, State, ZIP: PELHAM, AL 35124

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 **HOWARD M BARNES and MARY P BARNES**, 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 28th day of June, 2001.
[Signature]
Notary Public

My commission expires 2-23-2005

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 _____ 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"
LEGAL DESCRIPTION

PARCEL ONE:

Begin at the Northwest corner of the SW 1/4 of the SE 1/4 of Section 36, Township 21 South, Range 3 West; thence run Southerly along the West boundary line of said 1/4-1/4 Section for 380.0 feet; thence turn left an angle of 87 degrees 17 minutes 47 1/2 sec. and run Easterly 230.0 feet; thence turn left an angle of 92 degrees 42 minutes 12 1/2 seconds and run Northerly 380.0 feet; thence turn left an angle of 87 degrees 17 minutes 47 1/2 seconds and run Westerly 230.0 feet to point of beginning. This land being a part of the SW 1/4 of the SE 1/4 of Section 36, Township 21 South, Range 3 West. Minerals and mining rights excepted.

PARCEL TWO:

An EASEMENT for driveway described as: 10-foot on either side of a centerline described as follows: Commence at the Northwest corner of the SW 1/4 of the SE 1/4 of Section 36, Township 21 South, Range 3 West; thence Easterly along the North line of said 1/4-1/4 Section 230 feet; thence an angle of 87 degrees 17 minutes 48 seconds to the right for a distance of 278.77 feet to the point of beginning of the centerline of driveway; thence an angle of 56 degrees 38 minutes 45 seconds to the left for a distance of 102.55 feet; thence turn an angle of 18 degrees 35 minutes 35 seconds to the left for 226.19 feet; thence an angle of 34 degrees 41 minutes 50 seconds to the left for a distance of 119.13 feet thence an angle of 11 degrees 19 minutes 20 seconds to the right for a distance of 640.68 feet to a point on the West right of way of Shelby County Highway #107 and the point of ending of Easement for driveway. Situated in the SW 1/4 of the SE 1/4 of Section 36, Township 21 South, Range 3 West. Minerals and mining rights excepted.

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