

WHEN RECORDED MAIL TO:  
REGIONS BANK  
CORPORATE LOANS  
417 NORTH 20TH STREET  
BIRMINGHAM, AL 35203

2001-34008  
Inst  
08/13/2001-34008  
08:01 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
003 Y CH  
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SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY



## MODIFICATION OF MORTGAGE



\*DOC48000000000039024725000000\*

THIS MODIFICATION OF MORTGAGE dated August 3, 2001, is made and executed between LARRY GUY, whose address is 189 PRARIE ROSE LN; , HARPERSVILLE, AL 35078-5613 and KIM GUY, whose address is 189 PRARIE ROSE LN; , HARPERSVILLE, AL 35078-5613; HUSBAND AND WIFE (referred to below as "Grantor") and REGIONS BANK, whose address is 417 NORTH 20TH STREET, BIRMINGHAM, AL 35203 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated June 2, 1998 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

recorded in Inst No. 1998-21353 on June 9, 1998 in Shelby County Judge of Probate.

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 189 PRARIE ROSE LANE, HARPERSVILLE, AL 35078-5613.

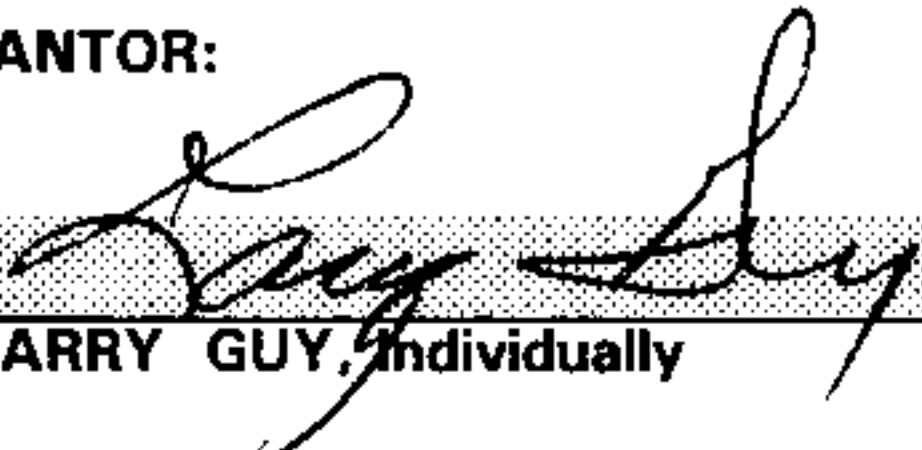
MODIFICATION. Lender and Grantor hereby modify the Mortgage as follows:

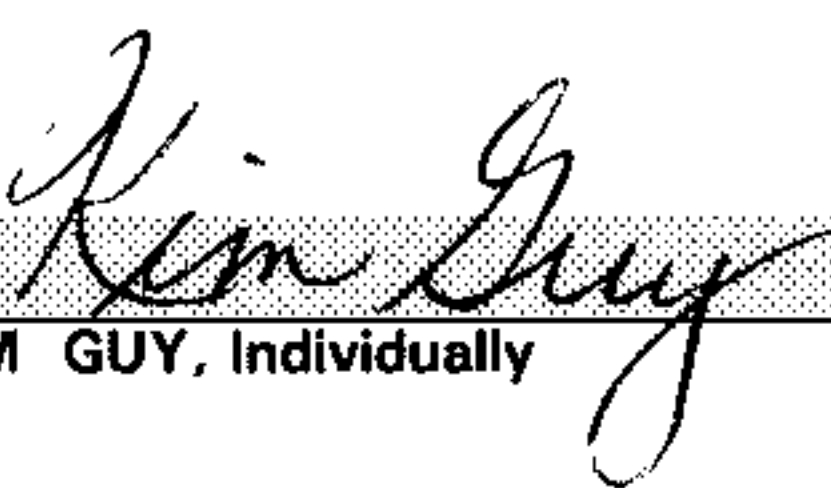
Increasing the principal amount from \$40,000.00 to \$50,000.00.

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 AUGUST 3, 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)  
LARRY GUY, Individually

X  (Seal)  
KIM GUY, Individually

LENDER:

X  (Seal)  
Authorized Signer

This Modification of Mortgage prepared by:

Name: Cathy Hollifield  
Address: 417 NORTH 20TH STREET  
City, State, ZIP: BIRMINGHAM, AL 35203



EXHIBIT "A"

Said property situated partly in the Northwest  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  and the Southwest  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of Section 28, Township 19 South, Range 2 East and being more particularly described as follows:

Commence at the Northwest corner of the Northeast  $\frac{1}{4}$  of Section 28, Township 19 South, Range 2 East as the point of beginning and run South 01 degrees 39 minutes 02 seconds West along the West line of said  $\frac{1}{4}$  1419.67 feet to the Northwestern right-of-way of CSX Railroad; thence, run North 59 degrees 39 minutes 47 seconds East along said right-of-way 700.00 feet; thence, run North 01 degrees 39 minutes 02 seconds East 1023.04 feet to a point 25.00 feet South of the North line of the Northwest  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of Section 28; thence, run South 88 degrees 16 minutes 15 seconds East 656.00 feet to the Southwesterly right-of-way of Shelby County Highway #83; thence, run North 46 degrees 10 minutes 21 seconds West along said right-of-way 37.40 feet to an existing  $\frac{5}{8}$  inch rebar on said right-of-way and Section line; thence, run North 88 degrees 16 minutes 15 seconds West along said Section line 1222.00 feet to the point of beginning.

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