

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



DOC48000000000290052429000000

THIS MODIFICATION OF MORTGAGE dated August 28, 2001, is made and executed between THOMAS E BARRONTON JR, whose address is 218 MEADOWOOD LN; , MONTEVALLO, AL 35115-5649 and MARY C BARRONTON, whose address is 218 MEADOWOOD LN; , MONTEVALLO, AL 35115-5649; 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 30, 2000 (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

Recorded 06/30/2000 in instrument #2000-2311 in the Office of the 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 218 Meadowood Lane, Montevallo, AL 35115.

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

Decrease principal from \$100,000.00 to \$18,000.00.

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 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)
THOMAS E BARRONTON JR, Individually

X  (Seal)
MARY C BARRONTON, Individually

LENDER:

X _____ (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

Name:
Address:
City, State, ZIP:

Inst # 2001-38075

09/05/2001-38075
08:30 AM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE
003 MSB 44.00

MODIFICATION OF MORTGAGE
(Continued)

Loan No: 0290052429

Page 2

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Alabama

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) SS

COUNTY OF Shelby

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I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **THOMAS E BARRONTON JR and MARY C BARRONTON**, 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 28 day of August, 20 01.

Walter A. England
Notary Public

My commission expires 02/25/04

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"

A parcel of land located in the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 7, Township 22 South, Range 2 West, Shelby County, Alabama, and being more particularly described as follows:

Commence at the Northeast corner of said $\frac{1}{4}$ - $\frac{1}{4}$; thence South $84^{\circ}11'$ West 488.60 feet to an iron pin and the point of beginning; thence continue along last stated course 378.52 feet to an iron pin; thence South $4^{\circ}00'$ East 474.17 feet to an iron pin on the North right of way of Meadowood Lane; thence South $87^{\circ}31'$ East along and with said right of way 217.86 feet to an iron pin; thence North $33^{\circ}53'14''$ East and leaving said right of way 373.28 feet to an iron pin; thence North $20^{\circ}45'09''$ West 225.71 feet to the point of beginning.

Inst # 2001-38075

09/05/2001-38075
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