

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

Inst # 2001-43068

10/04/2001-43068  
01:10 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
003 CH 32.00

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY



## MODIFICATION OF MORTGAGE



\*DOC4800000000039012789000000\*

THIS MODIFICATION OF MORTGAGE dated September 25, 2001, is made and executed between BYRON N SHAW, whose address is 1667 HIGHWAY 50; , VANDIVER, AL 35176-7231 and CANDY SHAW, whose address is 1667 HIGHWAY 50; , VANDIVER, AL 35176-7231; 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 October 4, 1996 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

Recorded on October 11, 1996 in Instrument No. 1996-33838 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 1667 HIGHWAY 50; , VANDIVER, AL 35176-7231.

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

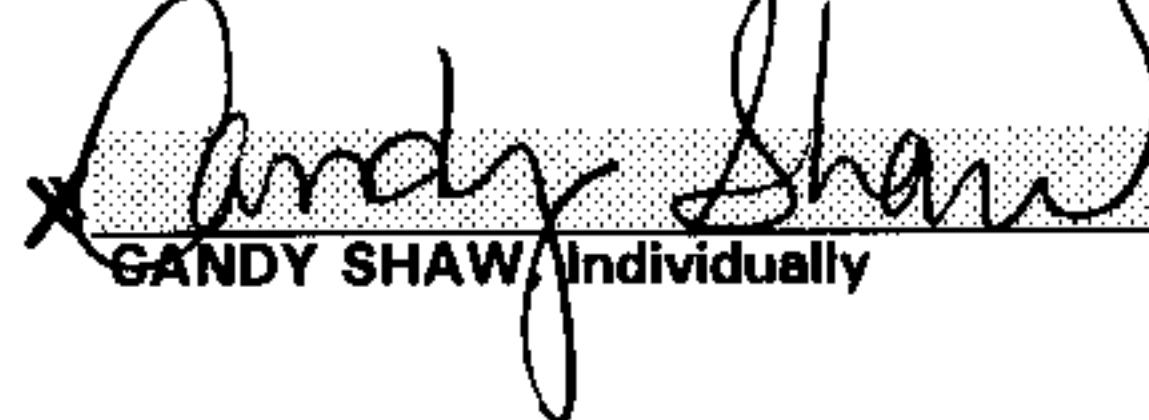
Increase in Principal by \$10,000, from \$17,000 to \$27,000.

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 endorers 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 SEPTEMBER 25, 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:

 (Seal)  
BYRON N SHAW, Individually

 (Seal)  
CANDY SHAW, Individually

LENDER:

 (Seal)  
Authorized Signer

This Modification of Mortgage prepared by:

Name: JoAnn Green, Loan Processor  
Address: 417 NORTH 20TH STREET  
City, State, ZIP: BIRMINGHAM, AL 35203

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Alabama )  
 ) SS  
COUNTY OF Jefferson )

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **BYRON N SHAW and CANDY SHAW**, 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 25<sup>th</sup> day of September, 20 01.

My commission expires 5/14/05



LENDER ACKNOWLEDGMENT

STATE OF Alabama )  
 ) SS  
COUNTY OF Jefferson )

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Regions Bank 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 25<sup>th</sup> day of September, 20 01.

My commission expires 5/14/05



**EXHIBIT "A"**

A part of the SE 1/4 of SW 1/4 of SW 1/4 of Section 1, Township 18 South, Range 1 East, and a part of the NW 1/4 of NW 1/4 of Section 12, Township 18 South, Range 1 East and being more particularly described as follows:

Commence at the Southeast corner of the SE 1/4 of SW 1/4 of SW 1/4 of Section 1, Township 18 South, Range 1 East; thence West along the South line of said 1/4-1/4 Section 132.00 feet to the point of beginning of the tract herein described; thence 90 degrees 00 minutes to the right in a Northerly direction 178.20 feet; thence 90 degrees 00 minutes to the left in a Westerly direction 132.00 feet; thence 90 degrees 00 minutes to the left in a Southerly direction 178.20 feet; thence 2 degrees 16 minutes to the right 196.54 feet to the Northwesternly right of way of a county road, said point being on a curve to the right having a radius of 1100.54 feet; thence 130 degrees 20 minutes to the left to the tangent of said curve; thence in a Northeasterly direction along the Northwesternly right of way of said county road and along the arc of said curve 163.20 feet; thence 58 degrees 10 minutes to the left from the tangent of said curve 105.62 feet to the point of beginning; being situated in Shelby County, Alabama.

Minerals and mining rights excepted.

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