

WHEN RECORDED MAIL TO:

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

SUB 1
10/18/2001-45061
08:36 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 CH 24.50

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY



MODIFICATION OF MORTGAGE



DOC48000000000290052289000000

THIS MODIFICATION OF MORTGAGE dated October 4, 2001, is made and executed between W PAUL YEAGER, whose address is 101 YEAGER FARM RD, PELHAM, AL 35124-0000 and CLARA YOUNG YEAGER, whose address is 101 YEAGER FARM ROAD, PELHAM, AL 35124-0067; 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 November 29, 1999 (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

Recorded in Instrument # 1999949298 on 12-07-99.

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 101 YEAGER FARM RD, PELHAM, AL 35124-0000.

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

Increase loan amount from \$50,000 to \$55,000.

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 OCTOBER 4, 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 W Paul Yeager (Seal)
W PAUL YEAGER, Individually

X Clara Young Yeager (Seal)
CLARA YOUNG YEAGER, Individually

LENDER:

X _____ (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

Name: Tom Allen
Address: 417 North 20th Street
City, State, ZIP: Birmingham, AL 35203

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 **W PAUL YEAGER and CLARA YOUNG YEAGER**, 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 4th day of October, 2001.

Joanne R. Selwin
Notary Public

My commission expires 10/20/03

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"

Commence at the NW corner of the NE 1/4 of the NE 1/4 of Section 21, Township 20 South, Range 2 West, said corner being a rock pile; thence run South 88°03'15" East, 257.22 feet; thence run South 42°53'47" West, 208.83 feet; thence run South 45°02' West, 170.94 feet; thence run South 31°06'47" West, 85.71 feet; thence run South 47°23'06" West, 146.70 feet; thence run South 51°12'40" West, 226.13 feet to the point of beginning; thence run North 90° West, 600.00 feet; thence run South 45°09'22" West, 912.28 feet; thence run South 43°06'45" West, 195.51 feet; thence run North 85°14'38" East, 731.16 feet; thence run North 44°23'28" East, 41.61 feet; thence run North 17°00'45" East, 97.98 feet; thence run North 28°28'45" East, 136.86 feet; thence run North 76°59'24" East, 109.56 feet; thence run North 25°34'33" East, 131.73 feet; thence run North 48°31'29" East, 166.84 feet; thence run North 36°14'32" East, 114.76 feet; thence run North 47°13'42" East, 93.20 feet; thence run North 49°45'18" East, 132.47 feet to the point of beginning.

Also a 15 foot easement, more particularly described as follows:

Commence at the NW corner of the NE 1/4 of the NE 1/4 of Section 21, Township 20 South, Range 2 West, said corner being a rock pile; thence South 85°03'15" East, 257.22 feet; thence South 42°53'47" West, 208.83 feet to the point of beginning; thence South 45°02'00" West, 170.94 feet; thence South 31°06'47" West, 85.71 feet; thence South 47°23'06" West, 146.70 feet; thence South 51°12'40" West, 106.32 feet; thence South 49°45'18" West, 132.47 feet; thence South 42°13'42" West, 93.20 feet; thence South 36°14'32" West, 114.76 feet; thence South 48°31'29" West, 166.84 feet; thence South 25°24'33" West, 131.72 feet; thence South 76°59'24" West, 109.56 feet; thence South 28°28'45" West, 97.98 feet; thence North 48°23'28" West, 41.61 feet; thence North 17°00'45" West, 90.87 feet; thence North 7°15'33" West, 43.17 feet; thence North 18°13'08" West, 250.08 feet; thence North 2°19'35" West, 134.10 feet; thence North 32°44'39" West, 106.32 feet; thence South 54°36'19" West, 95.20 feet; thence South 44°40'51" West, 91.15 feet; thence South 33°25'48" West, 148.44 feet; thence South 44°36'41" West, 81.41 feet; thence South 26°17'54" West, 205.72 feet; thence South 51°08'00" West, 187.19 feet; thence South 45°06'45" West, 195.51 feet; thence South 81°46'13" West, 44.34 feet; thence South 50°31'54" West, 138.91 feet; thence South 70°14'13" West, 68.62 feet; thence South 7°43'20" West, 43.30 feet; thence South 3°58'21" East, 329.54 feet; thence South 75°40'13" West, 157.35 feet; thence North 88°58'04" East, 194.73 feet; thence South 79°55'22" West, 93.83 feet; thence South 59°48'44" East, 178.86 feet; thence South 72°16'58" East, 117.93 feet; thence South 68°08'05" East, 44.01 feet; thence South 27°29'53" West, 38.06 feet; thence South 56°11'10" West, 131.04 feet; thence South 40°15'14" West, 196.79 feet; thence South 47°08'32" West, 209.48 feet; thence South 45°01'48" West, 387.88 feet.

Inst # 2001-45061

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