Inst # 2002-03463

WHEN RECORDED MAIL TO:
REGIONS BANK
SHELBY COUNTY EXECUTIVE OFFICE
2964 PELHAM PARKWAY
PELHAM, AL 35124

029-0038350-0001

01/22/2002-03463
08:59 AM CERTIFIED
SHELDY COUNTY JUDGE OF PROBATE
32.00

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY



## **MODIFICATION OF MORTGAGE**



\*DOC48000000000383500001000000\*

THIS MODIFICATION OF MORTGAGE dated January 10, 2002, is made and executed between Lillie Bell Paramore, whose address is 6340 Chelsea Road, Columbiana, AL 35051; AN UNMARRIED WOMAN (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 22, 2000 (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

Recorded 12/28/2000 in the Office of Judge of Probate, Shelby County, Alabama in Instrument No. 2000-44974.

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 6340 Chelsea Road, Columbiana, AL 35051.

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

Principal Increase from \$25,000.00 to \$35,000.00.

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 endorsers 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 JANUARY 10, 2002.

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.

This Modification of Mortgage prepared by:

Name: Dot Rice

Address: 2964 PELHAM PARKWAY City, State, ZIP: PELHAM, AL 35124

Page 2

## MODIFICATION OF MORTGAGE (Continued)

Loan No: 00383500001

|  | NDIVIDUAL ACKNOWLEDG                        | MENT   |
|--|---|--|
| STATE OF ALABAMA   | _   |  |
| COLLASTY OF SHELBY   | ) SS  |  |
| COUNTY OF SHELDI   | <del></del>                                 |  |
| I, the undersigned authority, a Notary Public in a<br>the foregoing instrument, and who is known<br>Modification, he or she executed the same volume | to me, acknowledged before me on the        | ertify that Lillie Bell Paramore, whose name is signed to his day that, being informed of the contents of said |
| Given under my hand and official seal this   | 10th day of January                         | , <b>20</b> 02   |
| MY COMMISSION EXPIRES D  | EC. 17, 2002                                | Notary Public  |
| My commission expires  | <del></del>                                 |  |
|  |   |  |
|  | LENDER ACKNOWLEDGM                          | ENT  |
|  |   |  |
| STATE OF   |   |  |
| COLINEY OF   | ) SS  |  |
| COUNTY OF  |   |  |
| I, the undersigned authority, a Notary Public in a   | and for said county in said state, hereby o | ertify that  |
| before me on this day that being informed of   |   | e foregoing and who is known to me, acknowledged uch officer and with full authority, executed the same        |
| voluntarily for and as the act of said corporation   |   | don officer and with fair authority, executed the same   |
| Given under my hand and official seal this   | day of                                      | , 20   |
|  | <del></del>                                 |  |
|  | ~   | Notary Public  |
| My commission expires  | . ·   |  |
|  |   |  |
|  |   |  |

LASER PRO Lending, Ver. 5.18.10.08 Copr. Harland Financial Solutions, Inc. 1997, 2002. All Rights Reserved. - AL c:\APPS\LPWIN\CFI\LPL\G201.FC TR-003930112875 PR-8R03

## BXHIZIT "Y"

From a M inch pipe identified as the SE corner of the ME M of SE X of Section 23, Township 20 South, Range 1 West, run thance Westerly a distance of 1365.84 feet to a 4 inch by 4 inch concrete monument identified as the Southwest corner of said ME X of sw %; thence turn 93°40'25" right and run 466.54 feet to m point that is 2155.67 feet south of a point identified as the Northwest corner of the SE % of MW % of said Section 23, being the point of herein described parcel of land; thence turn \$7"54'21" left and run 259.55 feet to a % inch rebar on the Bast boundary of Shelby County Highway No. 47 (80 foot right of way); thence turn 96\*25'32" might and run 210.00 feet along said highway boundary to a % inch rebar; thence 91.58'30" right and run 113.73 feet along an accepted property line to a 1.5 inch pipe; thence turn 14°42'07" left and run 165.37 feet along an accepted property line to a 1.5 inch pipe; thence turn 00°24'54" left and run 98.84 feet along an accepted property to a M inch pipe; thence turn 103°08'28° right and run 210.00 feet to a % inch rebar; thence turn 81°34'32" right and run 115.72 feet to the point of beginning of herein described parcel of land; being situated in the NE % of SW % and the NW % of SW % of Section 23, Township 20 South, Range 1 West, Shelby County, Alabama.

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O1/22/2002-03463
O8:59 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 CH 32.00