

WHEN RECORDED MAIL TO:
REGIONS BANK
CAHABA HEIGHTS
3172 CAHABA HEIGHTS PLAZA
BIRMINGHAM, AL 35243

Inst # 2002-04388

01/25/2002-04388
10:17 AM
SHELBY COUNTY JUDGE OF PROBATE
30.50
003

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY



MODIFICATION OF MORTGAGE



DOC48000000010362629015000000

THIS MODIFICATION OF MORTGAGE dated December 21, 2001, is made and executed between Fred R. Agee, whose address is PO BOX 351, WESTOVER, AL 35185-0351; A MARRIED MAN (referred to below as "Grantor") and REGIONS BANK, whose address is 3172 CAHABA HEIGHTS PLAZA, BIRMINGHAM, AL 35243 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated October 13, 1998 (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

Real estate mortgage dated 10-13-1998 in the original amount of \$130,500.00 and recorded in Inst. #1998-40224 in the Probate Office 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 11321 Highway 280, Westover, AL 35185. The Real Property tax identification number is 58-08-8-28-0-001-028-002

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

Increase principal amount of mortgage from \$130,500.00 to \$139,473.31. Add new parcel of land to current legal description as described on attached Exhibit "A".

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.

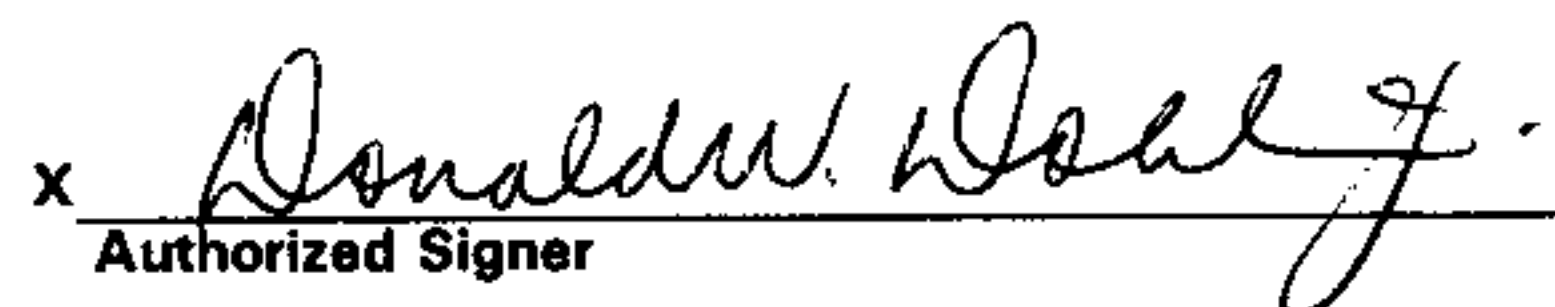
GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED DECEMBER 21, 2001.

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)
Fred R. Agee, Individually

LENDER:

x  (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

Name: Kelli Sartain
Address: 3172 CAHABA HEIGHTS PLAZA
City, State, ZIP: BIRMINGHAM, AL 35243

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Alabama)
)
COUNTY OF Jefferson) SS
)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **Fred R. Agee**, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said Modification, he or she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 21st day of December, 2001.
Christy C. Tucker
Notary Public

My commission expires 10/27/03

LENDER ACKNOWLEDGMENT

STATE OF Alabama)
)
COUNTY OF Jefferson) 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 21st day of December, 2001.
Christy C. Tucker
Notary Public

My commission expires 10/27/03

Part of the SE 1/4 of NE 1/4 of Section 28, Township 19 South, Range 1 East, Shelby County, Alabama, said part being more particularly described as follows: Commence at the SW corner of said SE 1/4 of NE 1/4, said Section 28, and run in an Easterly direction along the South line thereof for a distance of 242.47 feet to the point of beginning of the tract here described; continue thence in an Easterly direction along said 1/4-1/4 Section line for a distance of 248.35 feet; thence turning an angle to the left of 89 degrees 02 minutes 30 seconds run in a Northerly direction for a distance of 162.09 feet to a point on the Southerly right of way line of U.S. Highway No. 280, said point being on a curve in said right of way line, said curve being concave in a Northwesterly direction, having a central angle of 1 degrees 40 minutes and a radius of 8594.37 feet; thence run in a Southwesterly direction along the arc of said curve, in said right of way for a distance of 250.85 feet; thence run in a Southerly direction for a distance of 130.65 feet to a point on the South line of said 1/4-1/4 Section line which is 242.47 feet East of the SW corner thereof, said point being the point of beginning. Being situated in Shelby County, Alabama.

Part of the SE 1/4 of NE 1/4 of Section 28, Township 19 South, Range 1 East, Shelby County, Alabama, said part being more particularly described as follows: Commence at the SW corner of the SE 1/4 of NE 1/4 of said Section 28; thence run in an Easterly direction along the South line of said 1/4-1/4 Section line thereof for a distance of 490.82 feet to the point of beginning of the tract here described; thence continue along the same course for a distance of 109.18 feet, more or less, to the Southeast corner of the E.R. Elliott property; thence turn an angle to the left of 89 degrees 02 minutes 30 seconds and run along the Easterly line of said E.R. Elliott property in a Northerly direction for a distance of 178.26 feet to a point on the Southerly line of the right of way of U.S. Highway No. 280, which is on a curve in said right of way, said curve being concave in a Northwesterly direction, having a radius of 8444.37 feet and a central angle of 0 degrees 40 minutes; thence in a Westerly direction along the arc of said curve for a distance of 110.64 feet; thence run in a Southerly direction for a distance of 162.09 feet, more or less, to the point of beginning. Being situated in Shelby County, Alabama.

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