

WHEN RECORDED MAIL TO:

REGIONS BANK
CLANTON MAIN OFFICE
101 7TH STREET SOUTH
CLANTON, AL 35045

Inst # 2002-06644

02/07/2002-06644
02:42 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 MEL 99.50

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY



MODIFICATION OF MORTGAGE



DOC48000000888508-0001000000

THIS MODIFICATION OF MORTGAGE dated December 20, 2001, is made and executed between MARY SCOGGINS, whose address is 120 HAWKS CV, SHELBY, AL 35143-7056; MICHAEL D. SCOGGINS; whose address is 120 HAWKS CV, SHELBY, AL 35143-7056 and JAMES M. SCOGGINS, whose address is BOX 120 HAWKS COVE HWY 71, SHELBY, AL 35143-0000; (referred to below as "Grantor") and REGIONS BANK, whose address is 101 7TH STREET SOUTH, CLANTON, AL 35045 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated September 20, 2000 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

Original Mortgage dated 9/20/2000 recorded in the Office of the Judge of Probate Shelby County, Alabama on 10/2/2000 in Book 34585, at Page 2000.

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 6400 HWY 71, SHELBY, AL 35143.

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

Increase line amount from \$155,000.00 to \$210,000.00.

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 DECEMBER 20, 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 Mary Scoggins (Seal)
MARY SCOGGINS, Individually

x Michael D. Scoggins (Seal)
MICHAEL D. SCOGGINS, Individually

x James M. Scoggins (Seal)
JAMES M. SCOGGINS, Individually

LENDER:

x Shane Headley (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

Name: Shane Headley, Regions Bank
Address: 101 7TH STREET SOUTH
City, State, ZIP: CLANTON, AL 35045

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Alabama)
) SS
COUNTY OF Chilton)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **MARY SCOGGINS; MICHAEL D. SCOGGINS; and JAMES M. SCOGGINS**, 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 20th day of December, 2001.
Eelda Coburn
Notary Public

My commission expires My Commission Expires 7-9-2003

LENDER ACKNOWLEDGMENT

STATE OF Alabama)
) SS
COUNTY OF Chilton)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Shane Headley - Officer
m 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 20th day of December, 2001.
Eelda Coburn
Notary Public

My commission expires My Commission Expires 7-9-2003

EXHIBIT "A"

DATED 12-20-2001

PARCEL 1:

A part of the NE 1/4 of the NW 1/4, and the NW 1/4 of the NE 1/4 of Section 1, Township 24 North, Range 15 East, Shelby County, Alabama; said parcel being more particularly described as follows: As a point of beginning, start at the Southeast corner of the NE 1/4 of the NW 1/4 and run North 87 degrees 38 minutes West and along the South boundary of said forty for a distance of 51.98 feet to a point, said point lying on the 397' contour of Lay Lake; thence run North 12 degrees 57 minutes East and along the meandering 397' contour of Lay Lake for a chord distance of 741.68 feet to a point, said point lying at the intersection of the 397' contour and an unnamed branch; thence run North 38 degrees 41 minutes East and along said branch for a distance of 141.19 feet to a point; thence run North 29 degrees 42 minutes East and along said branch for a distance of 179.78 feet to a point, said point lying on the South right-of-way margin of County Road No. 71, 40 feet from centerline; thence run South 74 degrees 16 minutes East and along the South right-of-way margin of said County Road No. 71, a distance of 519.65 feet to a point, thence run North 84 degrees 20 minutes East and along said South right-of-way margin of said County Road No. 71 for a chord distance of 506.06 feet to a point, said point lying at the intersection of the South right-of-way margin of County Road No. 71 and the West right-of-way margin of County Road No. 405, 40 feet and 30 feet from centerline respectively; thence run South 33 degrees 18 minutes West, and along the West right-of-way margin of said County Road No. 405 for a distance of 1111.23 feet to a point, said point lying on the South boundary of the NW 1/4 of the NE 1/4; thence run North 87 degrees 38 minutes West and along the South boundary of said forty for a distance of 685.84 feet to the point of beginning. Situated in Shelby County, Alabama. According to the survey of H. Joe Mullins, Alabama Registration No. 12709, dated May, 1985, LESS AND EXCEPT parcels of land and lots previously conveyed by the grantor and grantee, LESS AND EXCEPT Instrument No. 92-5043; LESS AND EXCEPT Dogwood Point, as recorded in Map Book 10, Page 35; LESS AND EXCEPT Dogwood Point, Phase II, as recorded in Map Book 11, Page 11, in Probate Office of Shelby County, Alabama.

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PARCEL 2:

A part of the NE 1/4 of the NW 1/4 and the NW 1/4 of the NE 1/4 of Section 1, Township 24 North, Range 15 East, Shelby County, Alabama more particularly described as follows: Commence at the SE corner of the NE 1/4 of the NW 1/4 of Section 1, Township 24 North, Range 15 East; thence run N 87 degrees 38 minutes 00 seconds W along the S line of said quarter-quarter section for a distance of 51.98 feet to the 397' contour of Lay Lake; thence run N 12 degrees 57 minutes 00 seconds E along said contour for a chord distance of 741.68 feet to the point of beginning. Said point lying at the intersection of the 397' contour and an unnamed branch; thence run N 40 degrees 32 minutes 23 seconds W for a distance of 71.22 feet; thence run S 37 degrees 34 minutes 17 seconds W for a distance of 57.17 feet; thence run S 46 degrees 04 minutes 17 seconds W for a distance of 104.83 feet; thence run N 56 degrees 23 minutes 43 seconds W for a distance of 164.8 feet; thence run N 39 degrees 55 minutes 11 seconds E for a distance of 392.06 feet; thence run S 74 degrees 19 minutes 54 seconds E for a distance of 228.11 feet; thence run S 29 degrees 42 minutes 00 seconds W along an unnamed creek for a distance of 179.78 feet; thence run S 38 degrees 41 minutes 00 seconds W along an unnamed creek for a distance of 141.19 feet to the point of beginning. Containing 2.08 acre, more or less.


 MARY SCOGGINS


 MICHAEL D SCOGGINS


 JAMES M SCOGGINS