

WHEN RECORDED MAIL TO:

REGIONS BANK
COLUMBIANA
P.O. BOX 946
21325 HWY 25
COLUMBIANA, AL 35051

029-0401056-0001

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE



04/08/2002 - Paine-15011
11:05 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
71.90 CH

MODIFICATION OF MORTGAGE



DOC48000000004010560001000000

THIS MODIFICATION OF MORTGAGE dated March 14, 2002, is made and executed between RONALD E ERWIN, whose address is 225 DUCK COVE RD, SHELBY, AL 35143-0000 and CLAUDINE L ERWIN, whose address is 225 DUCK COVE RD, SHELBY, AL 35143-0000; HUSBAND AND WIFE (referred to below as "Grantor") and REGIONS BANK, whose address is P.O. BOX 946, 21325 HWY 25, COLUMBIANA, AL 35051 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated May 22, 2001 (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

Recorded 06/12/2001 in the Office of the Judge of Probate in Instrument Number 2001-23969.

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 225 Duck Cove Road, Shelby, AL 35143.

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

Principal Increase from \$121,452.60 to \$158,000.00.

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 MARCH 14, 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.

GRANTOR:

X Ronald E Erwin (Seal)
RONALD E ERWIN, Individually

X Claudine L Erwin (Seal)
CLAUDINE L ERWIN, Individually

LENDER:

X _____ (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

Name: Louise Holland
Address: P.O. BOX 946
City, State, ZIP: COLUMBIANA, AL 35051

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Alabama

)

) SS

COUNTY OF Shelby

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I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that RONALD E ERWIN and CLAUDINE L ERWIN, 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 14 day of March, 2002.

Lewis D. Holland
Notary Public

My commission expires 2-25-2005

LENDER ACKNOWLEDGMENT

STATE OF _____

)

) SS

COUNTY OF _____

)

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 _____

First *American Title Insurance Company*
COMMITMENT
SCHEDULE C

Agent File No.: 134283

The land referred to in this Commitment is described as follows:

Begin at the SW corner of the NE 1/4 of SE 1/4 of Section 28, Township 24 North, Range 15 East; thence run North along the West line of said 1/4 1/4 for 306.01 feet to the point of beginning; thence continue last described course for 479.53 feet; thence 87 deg. 00 min. right run East for 163.12 feet; thence 64 deg. 50 min. 31 sec. Right run 270.0 feet; thence 56 deg. 53 min. 27 sec. left run 208.83 feet to the 397 Contour of Lay Lake at Duck Branch; thence 66 deg. 28 min. 05 sec. right run Southerly along said contour for 55.53 feet; thence 0 deg. 48 min. left run along said contour for 144.47 feet; thence 104 deg. 45 min. 51 sec. right run 565.15 feet to the point of beginning

Also, a 30 foot easement for Ingress and Egress the center of which is described as follows:
Commence at the SW corner of the NE 1/4 of the SE 1/4 of Section 28, Township 24 North, Range 15 East; thence run North along the West line of said 1/4 1/4 for 306.01 feet; thence 85 deg. 37 min. 53 sec. right run Easterly 315.15 feet to the point of beginning of said Easement; thence 91 deg. 39 min. 09 sec. left run northerly 227.37 feet; thence 22 deg. 09 min. 23 sec. left run 270.00 feet; thence 29 deg. 13 min. 13 sec. right run 165.57 feet; thence 37 deg. 25 min. 05 sec. right run 178.93 feet; thence 24 deg. 22 min. 10 sec. right run 161.66 feet; thence 13 deg. 41 min. 35 sec. left run 160.91 feet; thence 6 deg. 36 min. 25 sec. right run 115.79 feet; thence 15 deg. 02 min. left run 126.60 feet to the center of an existing easement.
All being situated in Shelby County, Alabama.

Inst # 2002-15011
04/01/2002-15011
11:05 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 CH 71.90