

WHEN RECORDED MAIL TO:

REGIONS BANK
JEMISON
24651 US HIGHWAY 31
JEMISON, AL 35085

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY



MODIFICATION OF MORTGAGE



DOC48002100000210038479000000

THIS MODIFICATION OF MORTGAGE dated July 23, 2002, is made and executed between EDWIN G CARDEN, whose address is 867 HIGHWAY 311, SHELBY, AL 35143-5644 and NANCY ANN CARDEN, whose address is 867 HIGHWAY 311, SHELBY, AL 35143-5644; HUSBAND AND WIFE (referred to below as "Grantor") and REGIONS BANK, whose address is 24651 US HIGHWAY 31, JEMISON, AL 35085 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated September 17, 1992 (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

Recorded in the Office of the Judge of Probate of Shelby County, Alabama on 09/28/1992 in Instrumnet #1992-21353 and Modification of Mortgage dated 09/21/1998 recorded in the Office of the Judge of Probate of Shelby County, Alabama on 09/28/1998 in Instrument #1998-37687.

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 867 Highway 311, Shelby, AL 35143.

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

Increase in mortgage amount from \$45,000.00 to \$60,000.00.

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 endorser 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 JULY 23, 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 Edwin G Carden (Seal)
EDWIN G CARDEN, Individually

x Nancy Ann Carden (Seal)
NANCY ANN CARDEN, Individually

LENDER:

x Sonya Robinson (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

Name: Sonya P Robinson, Loan Officer
Address: 24651 US HIGHWAY 31
City, State, ZIP: JEMISON, AL 35085

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 **EDWIN G CARDEN and NANCY ANN CARDEN, HUSBAND AND WIFE**, 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 23 day of July, 2002.
Loana H. Smith
Notary Public

My commission expires MY COMMISSION EXPIRES APRIL 16, 2006

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 _____

EXHIBIT "A"

Begin at the NW corner of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 21, Township 24 North, Range 15 East, and run East along the North line of said $\frac{1}{4}$ - $\frac{1}{4}$ Section, a distance of 938.70 feet to the centerline of a county gravel road; thence turn an angle of 141 degrees, 51 minutes, 45 seconds to the right and run a distance of 286.60 feet; thence turn an angle of 40 degrees 10 minutes to the right and run along the centerline of said road a distance of 314.00 feet; thence turn an angle of 24 degrees 36 minutes to the left and run along said county road a distance of 293.52 feet; thence turn an angle of 18 degrees 45 minutes to the left and continue to run along the centerline of said road a distance of 160.96 feet to the West line of said $\frac{1}{4}$ - $\frac{1}{4}$ Section; thence turn an angle of 130 degrees 11 minutes 45 seconds to the right and run a distance of 384.88 feet to the point of beginning. This being situated in the North half of the Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 21, Township 24 North, Range 15 East, Shelby County, Alabama.