

WHEN RECORDED MAIL TO:  
REGIONS BANK  
COLUMBIANA  
P.O. BOX 946  
21325 HWY 25  
COLUMBIANA, AL 35051

#029-0062650-0001

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY



**MODIFICATION OF MORTGAGE**



\*DOC48000000000626500001000000\*

**THIS MODIFICATION OF MORTGAGE** dated October 28, 2002, is made and executed between Brian M Baker, whose address is 3016 Carroll Street, Pelham, AL 35124-0000; A MARRIED MAN (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 January 17, 2002 (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

recorded 02/13/2002 in the Judge of Probate Office in Instrument #2002-07642.

**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 Brasher Road, Chelsea, AL 35043.

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


Increase original amount \$71,295.13 to \$81,295.13.

**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 OCTOBER 28, 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  (Seal)  
Brian M Baker, 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

MODIFICATION OF MORTGAGE  
(Continued)

Loan No: 00626500001

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INDIVIDUAL ACKNOWLEDGMENT

STATE OF Alabama )  
 ) SS  
COUNTY OF Shelby )

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **Brian M Baker, A MARRIED MAN**, 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 28 day of October, 2008  
[Signature]  
Notary Public

MY COMMISSION EXPIRES

My commission expires MAY 2, 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 \_\_\_\_\_

**First American Title Insurance Company**  
**COMMITMENT**  
**SCHEDULE C**

Agent File No.: 137732

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

A strip of land in the SE 1/4 of NE 1/4 of Section 12, Township 20, Range 2 West, more particularly described as follows: Commence at the NE corner of said 1/4 1/4 Section and run South 22 deg. 30 min. West a distance of 370 feet to a point which is the Southernmost corner of the Henry W. Chambers property; thence continue in the same direction to the center of the West boundary of the Ethel Morris land; thence turn an angle of 90 deg. right and run Northwesterly 200 feet for the point of beginning; thence South 22 deg. 30 min. West to the intersection of said line with the South boundary of said 1/4 1/4 Section; thence Easterly along the South boundary of said 1/4 1/4 Section to the Southwest corner of said Ethel Morris property; thence Northerly along the West boundary of said Morris property to the Southernmost point of said Chambers lot; thence run Northwesterly along said Chambers lot to its intersection with the South boundary of the June Bearden land; thence Westerly along said South boundary of said June Bearden lot to a point measured 200 feet perpendicular from the West boundary of said Ethel Morris property; thence South 22 deg. 30 min. West to point of beginning; being situated in Shelby County, Alabama.

LESS AND EXCEPT the following described parcel:

Commence at the NE corner of the SE 1/4 of NE 1/4 of Section 12, Township 20 South, Range 2 West, and run South 22 deg. 30 min. West a distance of 370 feet to a point which the Southernmost corner of the Henry W. Chambers property; thence continue in the same direction to the center of the West boundary of the Ethel Morris land; thence turn an angle of 90 deg. right and run Northwesterly 200 feet; thence South 22 deg. 30 min. West to the intersection of said line with the South boundary of said 1/4 1/4 Section, which is the point of beginning of the parcel herein described; thence turn an angle of 180 deg. to the left and run North 22 deg. 30 min. East a distance of 100 feet; thence run East parallel with the South line of said 1/4 1/4 Section a distance of 100 feet; thence run Southwesterly a distance of 100 feet, more or less, to a point on the South line of said 1/4 1/4 Section which is 100 feet East of the point of beginning; thence run West, along the South line of said 1/4 1/4 Section, a distance of 100 feet to the point of beginning; being situated in Shelby County, Alabama.

LESS AND EXCEPT the following described parcel:

Commence at the Southwest corner of the SE 1/4 of the NE 1/4 of Section 12, Township 20 South, Range 2 West, Shelby County, Alabama and run thence Easterly along the South line of said 1/4 1/4 Section a distance of 434.32 feet to the point of beginning of the property being described; thence continue along last described course a distance of 20.0 feet to a point; thence turn 69 deg. 52 min. 28 sec. left and run Northerly a distance of 99.65 feet to a point; thence turn 69 deg. 52 min. 28 sec. right and run Easterly a distance of 200.00 feet to a point; thence turn 69 deg. 52 min. 28 sec. left and run Northerly a distance of 210.00 feet to a point; thence turn 110 deg. 07 min. 32 sec. left and run Westerly a distance of 220.00 feet to a point; thence turn 69 deg. 52 min. 28 sec. left and run Southerly a distance of 309.65 feet to the point of beginning; being situated in Shelby County, Alabama.

Less and Except the following:

Commence at the Northeast corner of the Southeast 1/4 of the Northeast 1/4 of Section 12, Township 20 South, Range 2 West, Shelby County, Alabama and run thence South 26 deg. 15 min. 02 sec. West a distance of 886.21 feet to a set rebar corner and the point of beginning of the property being described; thence continue last described course a distance of 279.18 feet to a set rebar corner; thence run North 88 deg. 34 min. 19 sec. West a distance of 220.49 feet to a set rebar corner; thence run North 26 deg. 10 min. 49 sec. East a distance of 391.50 feet to a set rebar corner; thence run South 58 deg. 07 min. 28 sec. East a distance of 201.57 feet to a point of beginning.

All being situated in Shelby County, Alabama.