

20030214000093080 Pg 1/3 32.00
Shelby Cnty Judge of Probate, AL
02/14/2003 09:07:00 FILED/CERTIFIED

WHEN RECORDED MAIL TO:

REGIONS BANK
PELHAM MAIN OFFICE
2964 PELHAM PARKWAY
PELHAM, AL 35124

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY



MODIFICATION OF MORTGAGE



DOC48002900000290053377000000

THIS MODIFICATION OF MORTGAGE dated January 24, 2003, is made and executed between **MICHAEL LEE MORGAN**, whose address is 6 BENT RAIL LN, PELHAM, AL 35124-2410 and **REBECCA O MORGAN**, whose address is 6 BENT RAIL LN, ALABASTER, AL 35007-9619; HUSBAND AND WIFE (referred to below as "Grantor") and **REGIONS BANK**, whose address is 2964 PELHAM PARKWAY, PELHAM, AL 35124 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated February 7, 1993 (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

Recorded on 02-19-93 in Instrument #1993-04971 In The Judge of Probate of Shelby County.

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 6 Bent Rail Lane, Alabaster, AL 35007.

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

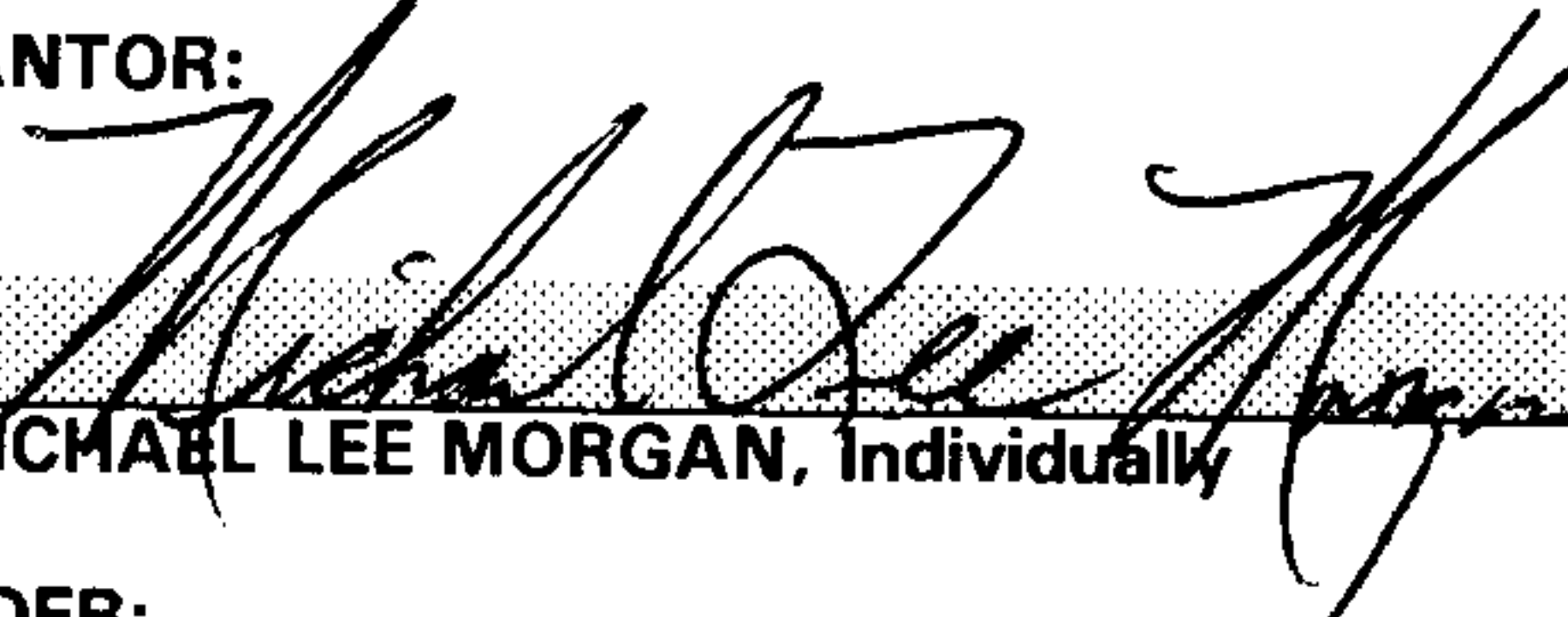
Extend Maturity Date from 12-31-1999 to 01-24-2013.

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 JANUARY 24, 2003.

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)
MICHAEL LEE MORGAN, Individually

X  (Seal)
REBECCA O MORGAN, Individually

LENDER:

X  (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

Name: Karen Murphy
Address: 2964 PELHAM PARKWAY
City, State, ZIP: PELHAM, AL 35124

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 **MICHAEL LEE MORGAN and REBECCA O MORGAN, 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 24th day of January, 2003.

[Signature]
Notary Public

My commission expires 3/12/04

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

A part of the Northeast 1/4 of Northeast 1/4 of Section 20, Township 20 South, Range 2 West, Shelby County, Alabama, more particularly described as follows: Commence at the Northeast corner of Section 20, Township 20 South, Range 2 West, Shelby County, Alabama and run thence South 89 degrees, 52 minutes, 30 seconds West a distance of 785.57 feet to a point; thence run South 0 degrees, 07 minutes 30 seconds west a distance of 460.45 feet to the Northeasterly corner of Parcel 7 and the point of beginning of the property being described; thence run South 15 degrees 34 minutes 11 seconds East a distance of 689.72 feet to a point on the Northwesterly right of way line of the Seaboard Coast Line Railroad; thence run South 41 degrees 38 minutes 24 seconds West along said right of way line a distance of 19.50 feet to a point; thence run North 51 degrees 45 minutes 15 seconds West a distance of 205.73 feet to a point; thence run North 37 degrees 15 minutes 41 seconds West a distance of 208.00 feet to a point; thence run North 53 degrees 08 minutes 09 seconds West a distance of 125.54 feet to a point; thence run North 14 degrees 11 minutes 49 seconds East a distance of 354.20 feet to a point on the South line of a 60 foot wide street; thence run South 75 degrees 48 minutes 11 seconds East along the said South line of said street a distance of 132.97 feet to the point of beginning. Being situated in Shelby County, Alabama.

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