

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



DOC48000000007784510001000000

THIS MODIFICATION OF MORTGAGE dated June 23, 2003, is made and executed between **WERNER LEMMERMANN**, whose address is 1855 SMOKEY RD, ALABASTER, AL 35007-5055; A MARRIED MAN (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 July 19, 2002 (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

Recorded on 07/24/2002 in the Office of The Judge of Probate, Instrument #20020724000344520.

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 1855 Smokey Road, Alabaster, AL 35007.

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

Increase Principal from \$150,000.00 to \$200,000.00, Extend Maturity Date from 07/19/2003 to 06/23/2004.

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 JUNE 23, 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)
WERNER LEMMERMANN, 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)

COUNTY OF Shelby) SS

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **WERNER LEMMERMANN, 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 23rd day of June, 2003.

My Commission Expires 1-04-06

Karen A. Murphy
Notary Public

My commission expires _____

LENDER ACKNOWLEDGMENT

STATE OF _____)

COUNTY OF _____) SS

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 Modification and who is known to me, acknowledged before me on this day that, being informed of the contents of said Modification of Mortgage, 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 portion of the West $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 24, Township 21 South, Range 3 West and more particularly described as follows:

Begin at the Southeast corner of Section 24, Township 21 South, Range 3 West and run Westerly along the South side of said section for 2408.51 feet to a point in the centerline of Shelby County Road #12; then turn an angle of $93^{\circ}38'30''$ to the right and run Northerly along the centerline of the said road for 1329.34 feet to point; thence turn an angle to the right of $86^{\circ}21'30''$ and run in an Easterly direction for a distance of 40.48 feet to an iron pin found at the point of beginning; thence continue along last stated course for a distance of 380.50 feet to an iron pin found; thence turn an angle to the left of $86^{\circ}14'17''$ and run in a Northerly direction for a distance of 274.03 feet to an iron pin set; thence turn an angle to the left of $93^{\circ}45'36''$ and run in a Westerly direction for a distance of 379.82 feet to an iron pin set; thence turn an angle to the left of $86^{\circ}05'56''$ and run in a Southerly direction for a distance of 274.09 feet to the point of beginning.

Situated in Shelby County, Alabama.