

WHEN RECORDED MAIL TO:

REGIONS BANK
BIRMINGHAM RESIDENTIAL CONSTRUCTION
105 VULCAN BUILDING
4TH FLOOR
BIRMINGHAM, AL 35209

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY



MODIFICATION OF MORTGAGE



DOC480000002981483-0029000000

THIS MODIFICATION OF MORTGAGE dated June 17, 2003, is made and executed between RANDALL H GOGGANS, whose address is 30 BOULDER RDG, COLUMBIANA, AL 35051-3199; A MARRIED MAN (referred to below as "Grantor") and REGIONS BANK, whose address is 105 VULCAN BUILDING, 4TH FLOOR, BIRMINGHAM, AL 35209 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated April 17, 1996 (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

Recorded date 04/18/1996 in Instrument #1996-12682 with the Judge of Probate Office.

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 Vacant Land on Highway 331, Pelham , AL 35051.

MODIFICATION. Lender and Grantor hereby modify the Mortgage as follows: This mortgage is being modified to correct the legal description as identified on Exhibits "A" and "B".


See Exhibit "B".

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.

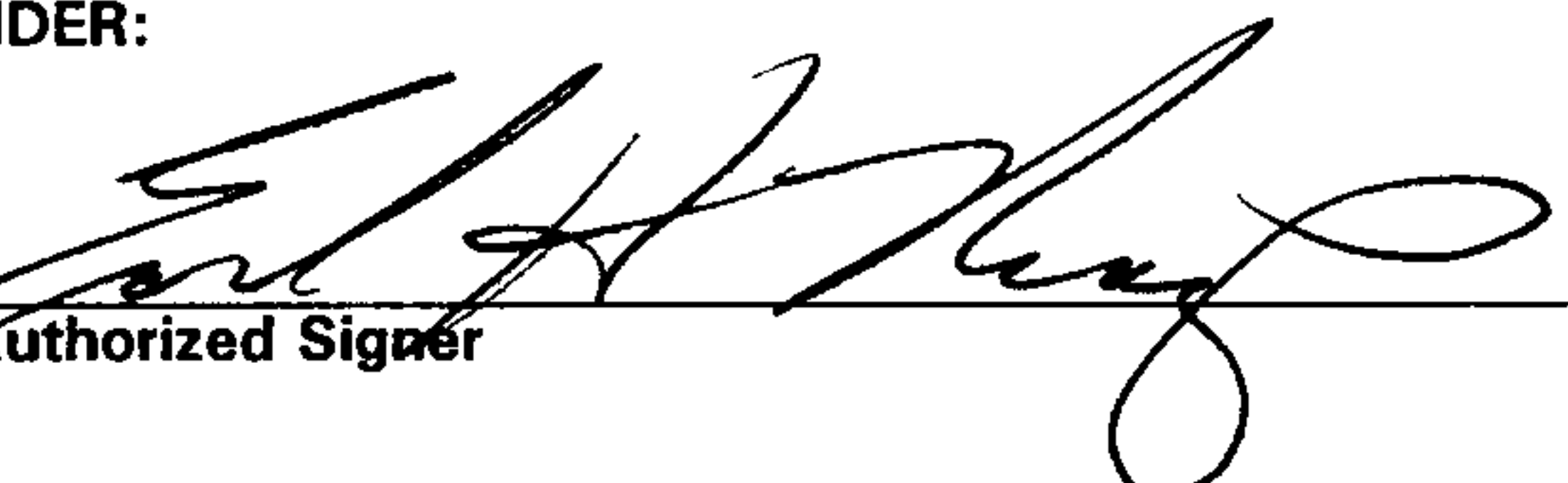
GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED JUNE 17, 2003.

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)
RANDALL H GOGGANS, Individually

LENDER:

X  (Seal)
Authorized Signer

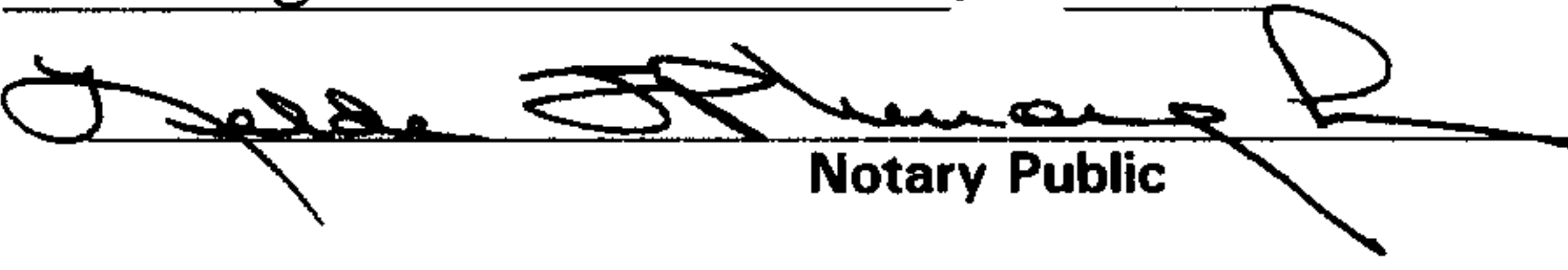
This Modification of Mortgage prepared by:

Name: Nelda Phurrough
Address: 105 VULCAN BUILDING
City, State, ZIP: BIRMINGHAM, AL 35209

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Alabama)
) SS
COUNTY OF Jefferson)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **RANDALL H GOGGANS, 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 21st day of August, 2003.

Notary Public
My commission expires 5/8/07

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 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"

Parcel I

The South $\frac{1}{2}$ of NE $\frac{1}{4}$ of Section 11, Township 21 South, Range 2 West, Shelby County, Alabama; being situated in Shelby County, Alabama.

Mineral and mining rights excepted.

Parcel II

The North $\frac{1}{2}$ of SE $\frac{1}{4}$ of Section 11, Township 21 South, Range 2 West, Shelby County, Alabama; Being situated in Shelby County, Alabama.

Mineral and mining rights excepted.

Less and except

Beginning at the Northeast corner of the Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 12, Township 21 South, Range 2 West, said point being the POINT OF BEGINNING; thence South 01 deg. 37 min. 17 sec. East, a distance of 630.86 feet; thence South 88 deg. 02 min. 29 sec. West, a distance of 1,303.85 feet; thence North 03 deg. 31 min. 46 sec. West, a distance of 532.63 feet; thence North 89 deg. 57 min. 35 sec. West, a distance of 453.72 feet to a point lying on the Easterly ROW of County Road No. 34; thence North 30 deg. 46 min. 16 sec. East and along said ROW a distance of 116.34 feet; thence South 89 deg. 57 min. 35 sec. East and leaving said ROW a distance of 388.03 feet; thence North 88 deg. 06 min. 58 sec. East, a distance of 1,324.92 feet to the POINT OF BEGINNING.

Said property located in the Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 12, Township 21, Range 2 West, Shelby County, Alabama and Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 11, Township 21, Range 2 West, Shelby County, Alabama.

Less and except

A part of the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 11, Township 21 South, Range 2 West; Beginning at a 5/8 inch rebar being locally accepted as the NW corner of the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 11, Township 21 South, Range 2 West, said point being the point of beginning, thence South 03 deg. 26 min. 17 sec. East a distance of 730.52 feet; thence South 03 deg. 47 min. 34 sec. West a distance of 255.03 feet, thence South 30 deg. 49 min. 43 sec. East a distance of 158.39 feet; thence South 60 deg. 08 min. 40 sec. East a distance of 84.45 feet; thence South 30 deg. 26 min. 17 sec. East a distance of 222.57 feet; thence North 88 deg. 31 min. 39 sec. East a distance of 797.42 feet; thence North 41 deg. 12 min. 38 sec. East a distance of 322.29 feet; thence North 48 deg. 26 min. 04 sec. East a distance of 148.83 feet; thence North 28 deg. 34 min. 35 sec. East a distance of 72.73 feet to a point lying on the Westerly right of way of Shelby County Road No. 331, point also being the beginning of a curve to the left, having a radius of 1260.00 feet; a central angle of 09 deg. 23 min. 44 sec. and subtended by a chord which bears North 27 deg. 32 min. 13 sec. West a chord distance of 206.39 feet; thence along the arc a distance of 206.62 feet; thence North 32 deg. 14 min. 04 sec. West a distance of 875.64 feet; thence South 89 deg. 56 min. 10 sec. West and leaving said right of way a distance of 674.17 feet to the point of beginning; being situated in Shelby County, Alabama.

Less and except

Beginning at the SE Corner of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 12, Township 21 South, Range 2 West, said point being the POINT OF BEGINNING; thence South 87 deg. 58 min. 25 sec. West, a distance of 1,281.07 feet; thence South 88 deg. 36 min. 16 sec. West, a distance of 2.44 feet to a point lying on the easterly Right-of-Way of County highway #331 (80 ft ROW) thence north 04 deg. 45 min. 09 sec. West along said ROW a distance of 7.35 feet to the point of curve of a non tangent curve to the left having a radius of 1,321.64 feet a central angle of 23 deg. 19 min. 04 sec. and subtended by a chord which bears North 15 deg. 30 min. 58 sec. West a chord distance of 534.17 feet, thence along curve and said ROW a distance of 537.87 feet, thence North 31 deg. 29 min. 53 sec. West; along said ROW, a distance of 181.40 feet; thence North 88 deg. 02 min. 29 sec. East and leaving said ROW a distance of 629.54 feet; thence South 46 deg. 57 min. 31 sec. East, a distance of 208.00 feet; thence North 43 deg. 02 min. 29 sec. East, a distance of 208.00 feet; thence North 88 deg. 02 min. 29 sec. East, a distance of 578.84 feet; thence South 01 deg. 37 min. 17 sec. East, a distance of 682.97 feet to the POINT OF BEGINNING.

The above property is located in the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 12 and the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 11, All in Township 21 South, Range 2 West, Shelby County, Alabama.

EXHIBIT 'B'

Recorded on April 18, 1996 and dated April 17, 1996 in the Probate Office of Shelby County, Alabama in Instrument # 1996-12682, Amendment to Mortgage increasing the amount of secured debt dated October 11, 1996, recorded in Instrument # 1996-41897 and amendment to Mortgage increasing amount of secured debt dated March 27, 1998 and recorded in Instrument # 1998-11289 and an amendment to mortgage increasing the amount of secured debt dated December 22, 1998 and recorded in Instrument # 1999-01474 and an amendment increasing the amount of secured debt dated April 17, 2000 and recorded in Instrument # 2000-12742 and an amendment increasing the amount of secured debt dated September 7, 2001 and recorded in Instrument # 2001-44159 and an amendment dated December 28, 2001 increasing the amount of secured debt and recorded in Instrument # 2002-00936.

This modification is to show current legal description of property as of June 17, 2003.