

WHEN RECORDED MAIL TO:

REGIONS BANK
SHELBY COUNTY EXECUTIVE OFFICE
2964 PELHAM PARKWAY
PELHAM, AL 35124

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY



MODIFICATION OF MORTGAGE



DOC4800000002563070001000000

THIS MODIFICATION OF MORTGAGE dated September 30, 2003, is made and executed between **ALFRED W CLARK JR**, whose address is 9029 HWY 119 S, ALABASTER, AL 35007-0000 and **JANICE O CLARK**, whose address is 9029 HWY 119 S, ALABASTER, AL 35007-0000; **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 December 6, 2002 (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

Recorded on 12/9/2002 in the Office of the Judge of Probate, Instrument #20021209, Book #000614770.

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 9055 Highway 119 South, Alabaster, AL 35007.

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

Increase principal amount of loan from \$565,000.00 to \$615,000.00 and extend maturity date to 12/6/2003.

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 SEPTEMBER 30, 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)
ALFRED W CLARK JR, Individually

X  (Seal)
JANICE O CLARK, Individually

LENDER:

X  (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

Name: Dorothy Rice
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 **ALFRED W CLARK JR and JANICE O CLARK, 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 30th day of September, 20 03.

Delora C Higgins
Notary Public

My commission expires

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

Commence at the Northwest corner of Section 14, Township 21 South, Range 3 West, Shelby County, Alabama; thence run South along the West section line of Section 14 for a distance of 939.80 feet a point; thence turn left $92^{\circ}12'42''$ and run Easterly 355.63 feet; thence right $116^{\circ}05'44''$ and run Southwesterly a distance of 130.10 feet to the point of beginning of the parcel herein described; thence continue along the same course a distance of 92.44 feet; thence left $0^{\circ}57'27''$, and run Southwesterly 100.73 feet; thence left $111^{\circ}30'53''$ and run Easterly 544.03 feet to a point on the Westerly right of way of State Highway #119 having a central angle of $3^{\circ}32'10''$ and a radius of 3130.00 feet; thence left $68^{\circ}43'52''$ from tangent in a Northeasterly direction along said right of way 193.17 feet to the point of tangent; thence turn in a Westerly direction 544.03 feet, more or less, to the Western boundary of the parcel herein described.

Situated in Shelby County, Alabama.

Rev.

A handwritten signature, possibly reading "J. D. [unclear]", written in dark ink.