20040304000113150 Pg 1/2 44.00 Shelby Cnty Judge of Probate, AL 03/04/2004 13:31:00 FILED/CERTIFIED



20040329000157940 Pg 1/3 18.00 Shelby Cnty Judge of Probate, AL 03/29/2004 08:19:00 FILED/CERTIFIED

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

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY



MODIFICATION OF MORTGAGE



DOC48000002903923590002000000

THIS MODIFICATION OF MORTGAGE dated February 27, 2004, is made and executed between Thomas R Edwards, whose address is 2570 S River Road, Shelby, AL 35143-7418 and Cliassa D Edwards, whose address is 2570 S River Road, Shelby, AL 35143-7418; HUSBAND AND WIFE (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 March 12, 2003 (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

Recorded on 03/17/2003 in the Office of the Judge of Probate Instrument #20030317000158260.

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 West Side Village Industrial Park, Columbiana, AL 35051.

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

Increase Principal from \$100,000.00 to \$120,000.00.

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 FEBRUARY 27, 2004.

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:

Phomas R Edwards (Seal)

Cliassa D Edwards

LENDER:

R. Jan Dinni Khazin (Sea Authorited Aigner

the state of the state of the state of

This Modification of Mortgage prepared by:

Name: Debra Higgins Address: P.O. BOX 946

City, State, ZIP: COLUMBIANA, AL 35051

Loan No: 02903923590002

MODIFICA	TION	OF	MOR	TGAGE
(Continued)				

Shelby Cnty Judge of Probate, AL 03/04/2004 13:31:00 FILED/CERTIFIED

INDIVIDUAL ACKNOWLEDGMENT I, the undersigned authority, a Norary Public in and for said county in said state, hereby certify that Thomas R Edwards and Cliassa D Edwards, 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 official seal this common of the commo NOTARY PUBLIC 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 ______, 20______, **Notary Public** My commission expires

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EXRIBIT "A"

From the SE corner of the Bast % of the NE % of Section 28, Township 21 South, Range 1 Nest, Shelby County, Alabama, run North along the East line of Section 28 for 858.8 feet to the point of beginning of subject property; from said point, continue said course along said line 1000 feet to a point on the Southerly right of way line of Alabama Highway No. 70; thence deflect left 87°51' and run a thord distance of 430 feet to a point; thence deflect from said chord an angle of 92°09' left and run Southerly and parallel to the Section line 1016.1 feet; thence deflect left an angle of 90°00' and run Easterly 429.7 feet back to the point of beginning.

Situated in Shelby County, Alabama.

Less and except that portion conveyed to State of Alahama as recorded in Real Record

Less and except Lots 1 and 2, according to the Survey of Westeide Village, as recorded in Map Book 22, page 66, in the Probate Office of Shelby County, Alabama.

20040329000157940 Pg 3/3 18.00 Shelby Cnty Judge of Probate, AL 03/29/2004 08:19:00 FILED/CERTIFIED