



20040427000215870 Pg 1/5 24.00
Shelby Cnty Judge of Probate, AL
04/27/2004 08:44:00 FILED/CERTIFIED

WHEN RECORDED MAIL TO:
REGIONS BANK
BIRMINGHAM CENTRAL/SEND
417 NORTH 20TH STREET- 11TH FLOOR
BIRMINGHAM, AL 35203

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY



MODIFICATION OF MORTGAGE



DOC48000000353610019025000000

THIS MODIFICATION OF MORTGAGE dated April 12, 2004, is made and executed between Saginaw Pipe Company, Inc, whose address is P O Box 8, Saginaw, AL 35137-0008; A CORPORATION (referred to below as "Grantor") and REGIONS BANK, whose address is 417 NORTH 20TH STREET- 11TH FLOOR, BIRMINGHAM, AL 35203 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated February 27, 2001 (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

recorded on 3/01/2001 in the Office of the Judge of Probate, Instrument# 2001-07066.

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 1578 Highway 31 South, Alabaster, AL 35007.

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

Correction Modification to correct the legal description for Parcel III that was filed with prior modification dated 7/07/2003, recorded on 8/05/2003 in the Office of the Judge of Probate, instrument# 200311-0131.

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 endorers 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 APRIL 12, 2004.

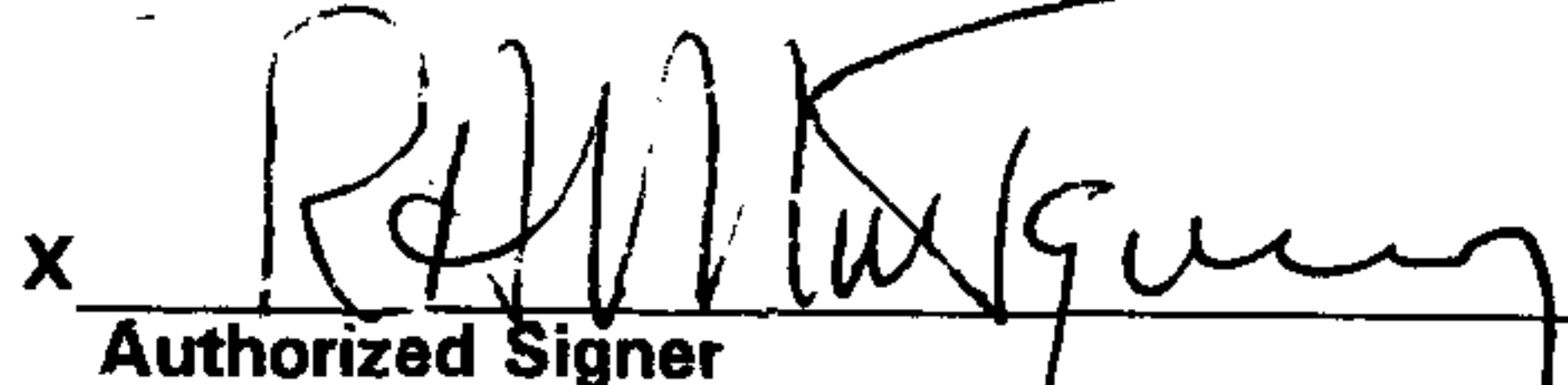
THIS MODIFICATION IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS MODIFICATION IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.

GRANTOR:

SAGINAW PIPE COMPANY, INC

By:  (Seal)
Authorized Signer for Saginaw Pipe Company, Inc

LENDER:

x  (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

Name: Robin J Woodard
Address: 417 NORTH 20TH STREET- 11TH FLOOR
City, State, ZIP: BIRMINGHAM, AL 35203

MODIFICATION OF MORTGAGE
(Continued)

Loan No: 00353610019025

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CORPORATE ACKNOWLEDGMENT

STATE OF Alabama

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) SS

COUNTY OF Steeley

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I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that HOWARD C WIRE JR, CEO, SAGINAW PIPE CO INC

a corporation, is/are signed to the foregoing Modification and who is/are known to me, acknowledged before me on this day that, being informed of the contents of said Modification of Mortgage, he or she/they, as such officer(s) and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 15 day of APRIL, 20 04.

Wm F. Pott II
Notary Public

My commission expires 8/7/04

LENDER 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 SAGINAW PIPE CO, INC.
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 14th day of APRIL, 20 04.

Patricia S. Dooley
Notary Public

My commission expires

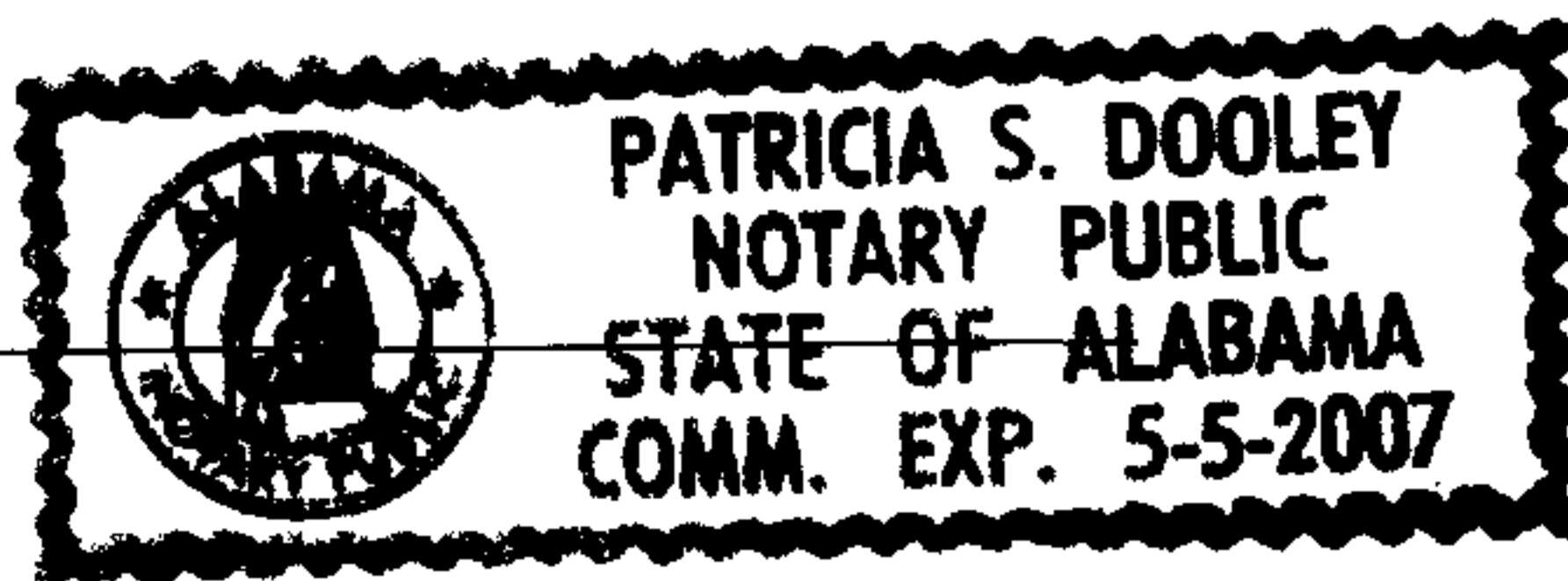


Exhibit "A"

Parcel I

A parcel of land located in the SW 1/4 of the NE 1/4 and the NW 1/4 of the SE 1/4, all in Section 20, Township 21 South, Range 2 West, more particularly described as follows: Commence at the SW corner of said SW 1/4 of NE 1/4, thence 79 deg. 55 min. 37 sec. right from the Westerly line of said SW 1/4 of the NE 1/4 in a Northeasterly direction a distance of 18.20 feet to the point of beginning; thence continue along last described course, a distance of 1077.15 feet to a point on the Southwesterly right of way line of U. S. Highway 31 South; thence 73 deg. 47 min. 37 sec. right in a Southeasterly direction along said right of way line a distance of 388.62 feet to the beginning of a curve to the right, having a radius of 2814.93 feet; thence in a Southeasterly direction along said curve and right of way line, a distance of 288.00 feet; thence 104 deg. 30 min. right from chord of last described course, in a Southwesterly direction a distance of 439.64 feet; thence 57 deg. 02 min. left in a Southwesterly direction a distance of 358.50 feet; thence 64 deg. 40 min. 40 sec. right in a Westerly direction a distance of 748.42 feet; thence 90 deg. right in a Northerly direction a distance of 835.10 feet to the point of beginning; being situated in Shelby County, Alabama.

Parcel II

A parcel of land located in the NW 1/4 of the SE 1/4 of Section 20, Township 21 South, Range 2 West, more particularly described as follows: Commence at the Northwest corner of said 1/4 1/4 Section; thence 79 deg. 55 min. 37 sec. right from the Westerly line of said 1/4 1/4 Section, in a Northeasterly direction a distance of 18.20 feet; thence 98 deg. 52 min. 07 sec. right in a Southerly direction, a distance of 835.10 feet to the point of beginning; thence continue along last described course a distance of 170.00 feet; thence 90 deg. left in an Easterly direction a distance of 748.42 feet; thence 90 deg. left in a Northerly direction a distance of 170.00 feet; thence 90 deg. left in a Westerly direction a distance of 748.42 feet to the point of beginning; being situated in Shelby County, Alabama.

Parcel III

A parcel of land situated in the North 1/2 of the SE 1/4 of Section 20, Township 21 South, Range 2 West, Shelby County, Alabama, more particularly described as follows: Commence at the SE corner of the NW 1/4 of SE 1/4 of said Section 20, and run in a Westerly direction along the South line of said 1/4 1/4 Section a distance of 368.22 feet to the point of beginning; thence continue Westerly along last said course a distance of 961.29 feet; thence 85 deg. 36 min. 08 sec. right, in a Northerly direction, a distance of 342.51 feet; thence 90 deg. right, in an Easterly direction, a distance of 748.42 feet; thence 90 deg. Left, in a Northerly direction, a distance of 170.00 feet; thence 25 deg. 19 min. 20 sec. right in a Northeasterly direction, a distance of 358.50 feet; thence 57 deg. 02 min. right, in a Northeasterly direction a distance of 439.64 feet to the Southwest right of way line of U. S. Highway 31 South, said point being on a curve having radius of 2814.93 feet; thence 78 deg. 59 min. 30 sec. right to chord of said curve, in a Southeasterly direction along said curve to the right, and along said right of way line a distance of 55.09 feet to the end of said curve; thence in a Southeasterly direction along a line tangent to said curve and along said right of way line a distance of 399.23 feet to the beginning of a curve to the left, having a radius of 5779.65 feet; thence continue along said curve and right of way, in a Southeasterly direction a distance of 284.13 feet to the end of said curve; thence continue Southeast along said right of way, and tangent to said curve, a distance of 16.78 feet; thence 115 deg. 18 min. 22 sec. right, in a Westerly direction a distance of 600.00 feet; thence 90 deg. Left in a Southerly direction a distance of 300.00 feet to the point of beginning; being situated in Shelby County, Alabama.



First American Title Insurance Company

SELLER'S/OWNER'S AFFIDAVIT AND INDEMNITY

State of Alabama County of Jefferson

I, we, Saginaw Pipe Company, Inc., being first duly sworn, on oath depose and state that I, we, own the following property:

See attached "Exhibit A"

I/We have owned the property now being sold or mortgaged and, during all the time that I/we owned the property, my enjoyment thereof has been peaceable and undisturbed and the title to said property has never been disputed to my knowledge, nor do I know of any facts by reason of which the title to, or possession of, said property might be disputed or by reason of which any claim to any of said property might be asserted adversely to me/us, and more particularly:

1. No party other than the Seller(s)/Owner(s) is in possession of all or any portion of the premises above described under any unrecorded leases, tenancy at will or otherwise.
2. The Seller(s)/Owner(s) during the time of ownership of the premises above described has/have conveyed no portion of the premises nor done any act or allowed any act to be done which has changed or could change the boundaries of the premises.
3. The Seller(s)/Owner(s) has/have allowed no encroachments on the premises above described by any adjoining land owners nor has/have the undersigned encroached upon any property of adjoining land owners.
4. The Seller(s)/Owner(s) has/have allowed no easements, rights of way, continuous driveway usage, drain, sewer, water, gas or oil pipeline or other rights of passage to others over the premises above described and has/have no knowledge of such adverse rights.
5. The Seller(s)/Owner(s), at present, and for a period of six months past, has/have caused no construction, erection, alteration or repairs of any structures or improvements on the premises above cited to be done, nor has/have contracted for any material to be delivered to the premises for which charges therefor remain unpaid.
6. The Seller(s)/Owner(s) has/have no knowledge of any highways, abandoned roads, lanes, cemetery or family burial grounds, springs, streams, rivers, ponds, lakes, bays or tidal waters either bordering, running through or situated on said premises.
7. The undersigned has no knowledge of any due taxes or special assessments.
8. The undersigned has not allowed and knows of no violation of any covenants, restrictions, agreements, conditions or zoning ordinances affecting the premises.
9. That there are no pending suits, proceedings, judgments, bankruptcies, liens or executions against said owner, either in the aforesaid county or any other county in the aforesaid state.

This affidavit is given to induce any purchaser to purchase, any lender to accept a mortgage on the property and to induce FIRST AMERICAN TITLE INSURANCE COMPANY to issue its title insurance policy or policies in reliance upon any of the statements contained herein, and should First American Title Insurance Company, in its sole discretion, issue insurance in reliance upon such representations, said affiant agrees to indemnify and hold FIRST AMERICAN TITLE INSURANCE COMPANY harmless of and from any and all loss, cost, damage and expense of every kind, including attorneys' fees, which said FIRST AMERICAN TITLE INSURANCE COMPANY shall or may suffer or incur or become liable for under its said policy or policies now to be issued, or any reissue, renewal or extension thereof, as a result of reliance upon any misrepresentation contained herein.

15 day of APRIL, 2008

Saginaw Pipe Company, Inc.

By Howard Thomas it's
Seller/Owner of Property

William R. Pitt
Notary Public

My Commission Expires: 8/2/08

EXHIBIT "A"

A parcel of land situated in the North $\frac{1}{2}$ of the SE $\frac{1}{4}$ of Section 20, Township 21 South, Range 2 West, Shelby County, Alabama, more particularly described as follows:
Commence at the SE corner of the NW $\frac{1}{4}$ of SE $\frac{1}{4}$ of said Section 20, and run in a Westerly direction along the South line of said $\frac{1}{4}$ $\frac{1}{4}$ Section a distance of 368.22 feet to the point of beginning; thence continue Westerly along last said course a distance of 961.29 feet; thence 85 deg. 36 min. 08 sec. right, in a Northerly direction, a distance of 342.51 feet; thence 90 deg. right, in an Easterly direction, a distance of 748.42 feet; thence 90 deg. Left, in a Northerly direction, a distance of 170.00 feet; thence 25 deg. 19 min. 20 sec. right in a Northeasterly direction, a distance of 358.50 feet; thence 57 deg. 02 min. right, in a Northeasterly direction a distance of 439.64 feet to the Southwest right of way line of U. S. Highway 31 South, said point being on a curve having radius of 2814.93 feet; thence 78 deg. 59 min. 30 sec. right to chord of said curve, in a Southeasterly direction along said curve to the right, and along said right of way line a distance of 55.09 feet to the end of said curve; thence in a Southeasterly direction along a line tangent to said curve and along said right of way line a distance of 399.23 feet to the beginning of a curve to the left, having a radius of 5779.65 feet; thence continue along said curve and right of way, in a Southeasterly direction a distance of 284.13 feet to the end of said curve; thence continue Southeast along said right of way, and tangent to said curve, a distance of 16.78 feet; thence 115 deg. 18 min. 22 sec. right, in a Westerly direction a distance of 600.00 feet; thence 90 deg. Left in a Southerly direction a distance of 300.00 feet to the point of beginning; being situated in Shelby County, Alabama.