

#029 0967009 4001

20040525000277950 Pg 1/3 75.15
Shelby Cnty Judge of Probate, AL
05/25/2004 12:57:00 FILED/CERTIFIED

WHEN RECORDED MAIL TO:

REGIONS BANK
MONTEVALLO
910 N. MAIN STREET
MONTEVALLO, AL 35115

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY



MODIFICATION OF MORTGAGE



DOC48000002909670099001000000

THIS MODIFICATION OF MORTGAGE dated May 7, 2004, is made and executed between South Shelby Baptist Church, whose address is P O Box 555, Montevallo, AL 35115-0000; AN UNINCORPORATED ASSOCIATION (referred to below as "Grantor") and REGIONS BANK, whose address is 910 N. MAIN STREET, MONTEVALLO, AL 35115 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated April 30, 2003 (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

Recorded on 06-30-2003 in the Office of Judge of Probate, Instrument Number: 2003063000046390 and modified on 11/17/2003, Instrument Number: 20030630000406390.

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 SW 1/4 of Section 3, Township 24N, R 12 E, Montevallo, AL 35115.

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

Principal increase from \$40,800.00 to \$78,900.19.

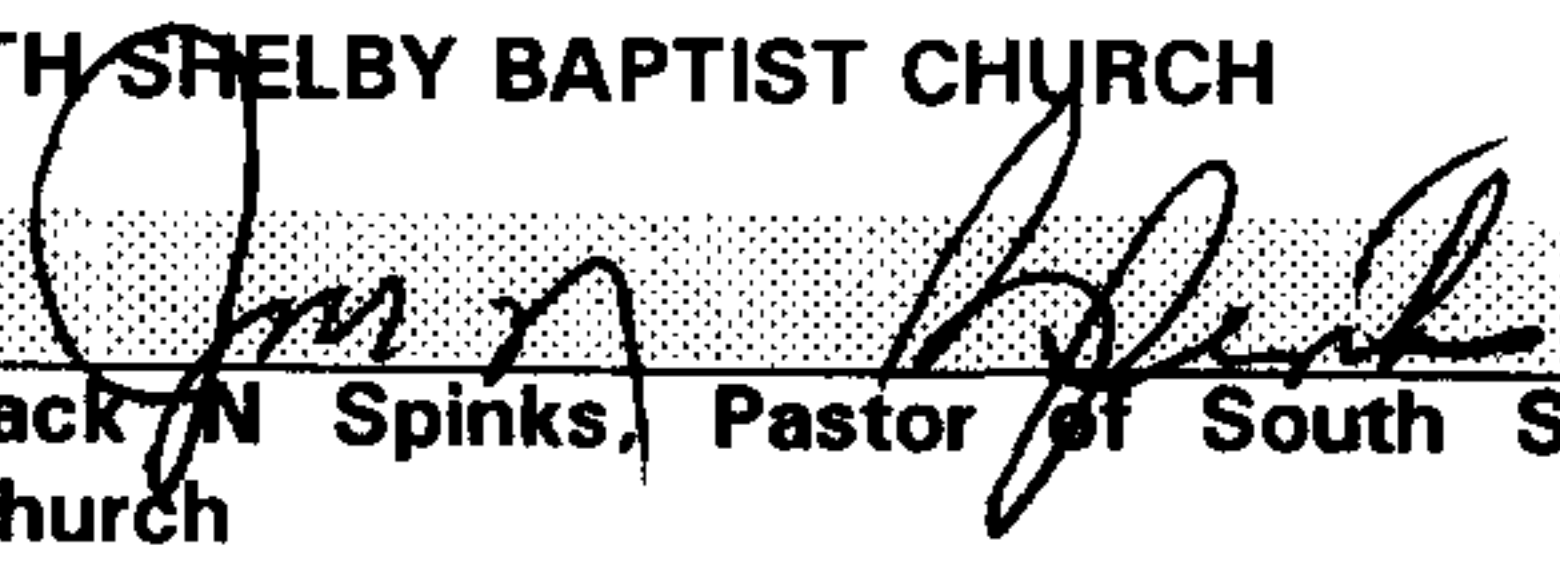
CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right 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 MAY 7, 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.

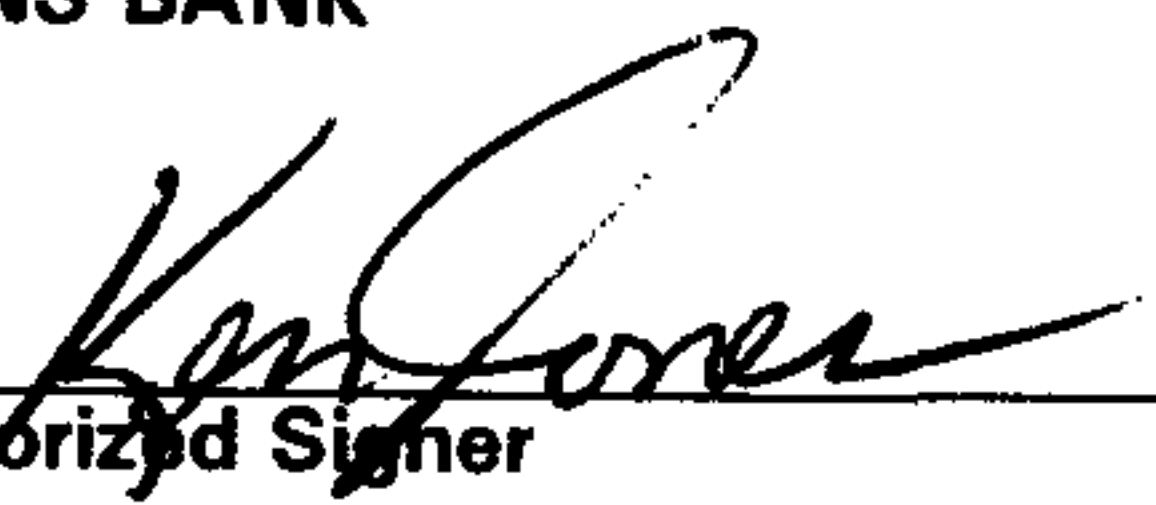
GRANTOR:

SOUTH SHELBY BAPTIST CHURCH

By:  (Seal)
Jack N. Spinks, Pastor of South Shelby Baptist Church

LENDER:

REGIONS BANK

X  (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

Name: Ken Jones
Address: 910 N. MAIN STREET
City, State, ZIP: MONTEVALLO, AL 35115

MODIFICATION OF MORTGAGE
(Continued)

Loan No: 02909670099001

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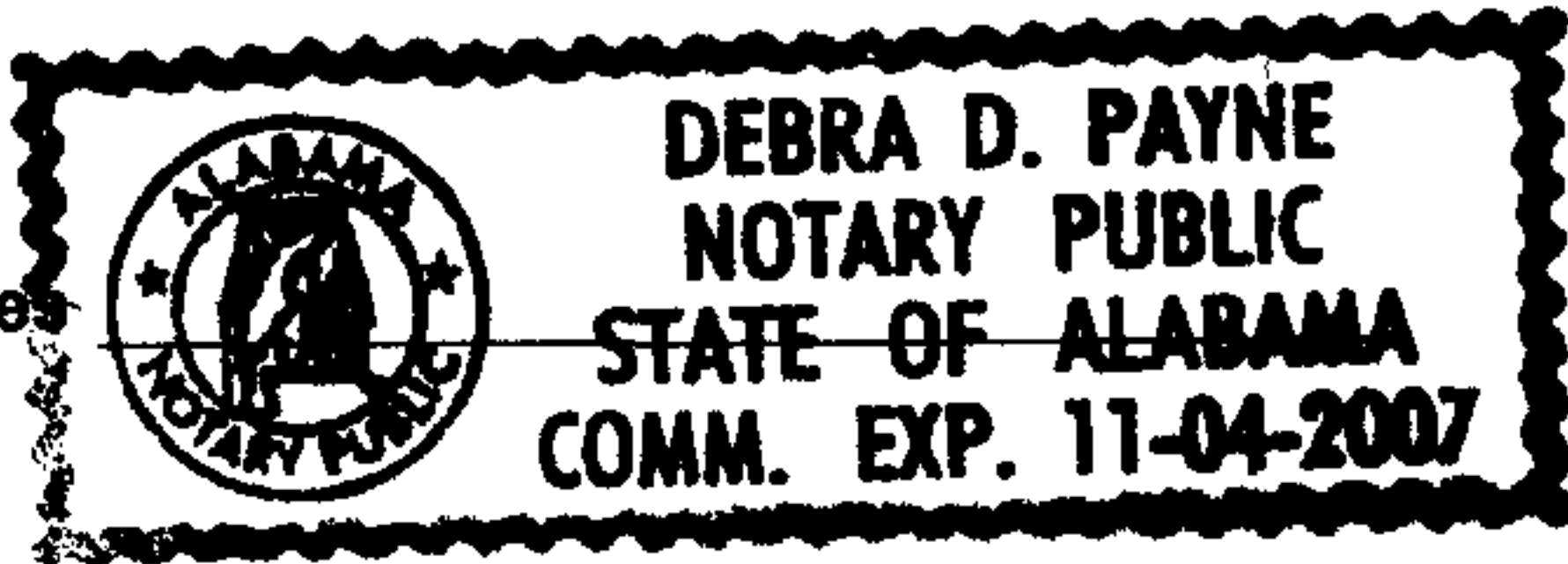
ASSOCIATION ACKNOWLEDGMENT

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 **Jack N Spinks, Pastor of South Shelby Baptist Church**, an association, 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, he or she, as such officer or designated agent and with full authority, executed the same voluntarily for and as the act of said association.

Given under my hand and official seal this 7th day of May, 2004.
Debra D. Payne
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 _____

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SCHEDULE A CONTINUED
LEGAL DESCRIPTION

A parcel of land located in the SW 1/4 of Section 3, Township 24 North, Range 12 East, Shelby County, Alabama being more particularly described as follows:

Commence at the Northwesternly most corner of Lot 8 of Canterbury Estates, First Addition, as recorded in Map Book 16, Page 67, in the Office of the Judge of Probate, Shelby County, Alabama; thence run Southeasterly along the West boundary of said Canterbury Estates, First Addition, 613.10 feet to break point on Lot 4 of said Subdivision; thence turn right 45 degrees 38 minutes 47 seconds leaving said Subdivision boundary in a Southwesterly direction 225.00 feet; thence turn right 71 degrees 58 minutes 40 seconds and run Northwesternly 500.16 feet; thence turn right 115 degrees 55 minutes 26 seconds and run Northeasterly 674.21 feet; thence turn left 29 degrees 26 minutes 04 seconds and run Northerly 151.09 feet to the POINT OF BEGINNING.

ALSO A RIGHT OF WAY, described as follows:

A parcel of land located in the SW 1/4 of Section 3, Township 24 North, Range 12 East, Shelby County, Alabama. Commence at the Northwesternly most corner of Lot 8 of Canterbury Estates, First Addition, as recorded in Map Book 16, Page 67, in the Office of the Judge of Probate, Shelby County, Alabama; thence run Southeasterly along the West boundary of said Canterbury Estates, First Addition, 613.10 feet to break point on Lot 4 of said Subdivision; thence turn right 45 degrees 38 minutes 47 seconds leaving said Subdivision boundary in a Southwesterly direction 225.00 feet; thence turn right 71 degrees 58 minutes 40 seconds and run Northwesternly 213.33 feet to the POINT OF BEGINNING of a 60' right of way; thence continue along last course 286.83 feet to a point on an existing 60' right of way; thence turn left 64 degrees 04 minutes 34 seconds and run Southwesterly along end of said existing right of way 62.59 feet; thence turn left 106 degrees 33 minutes 14 seconds and run Southeasterly 22.78 feet; thence turn left 9 degrees 23 minutes 02 seconds and run Southeasterly 281.34 feet; thence turn 99 degrees 49 minutes 19 seconds and run 50.89 feet to the POINT OF BEGINNING.

According to the survey of Rodney Shiflett, dated April 4, 2003.