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MODIFICATION OF MORTGAGE



*DOC480029000000000000000000000000

THIS MODIFICATION OF MORTGAGE dated November 16, 2004, is made and executed between RANDALL D JONES, whose address is 712 HIGHWAY 333, COLUMBIANA, AL 35051-3908 and RENAY J JONES, whose address is 712 HIGHWAY 333, COLUMBIANA, AL 35051-3908; 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 November 7, 2003 (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

Recorded on 00-00-0000 in the Office of Judge of Probate, Instrument Number: 2003114000753210.

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 712 Highway 333, Columbiana, AL 35051.

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

Principal increase from \$72,000.00 to \$82,000.00.

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 NOVEMBER 16, 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:

X_________(Seal)
RANDALL D JONES

X RENAY J JONES (Seal)

LENDER:

REGIONS BANK

___(Seal)

This Modification of Mortgage prepared by:

Name: Billy R Jones Address: P.O. BOX 946

City, State, ZIP: COLUMBIANA, AL 35051

Loan No: 02900000000000000

MODIFICATION OF MORTGAGE (Continued)

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INDIVIDUAL ACKNOWLEDGMENT	
STATE OF Make	
COUNTY OF MUCH) SS
COUNTY OF	
I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that RANDALL D JONES and RENAY J JONES, 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 d	ay of $\frac{1197}{40000}$, $\frac{1}{10000000000000000000000000000000000$
My commission expires	
My commission expires	00 5
LENDER ACKNOWLEDGMENT	
STATE OF Male	
) SS
COUNTY OF Skelby	
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.	
full authority, executed the same voluntarily for and as the act of said corporation. Given under my hand and official seal this for a day of day of, 20, 20, 20	
Opeln La Man	
	Notary Public
My commission expires	

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That part of the NEl of the SEl of Section 15, Township 20 South, Range 1 West, Shelby County, Alabama, described as follows: Commence at the Northeast corner of said 1-1 Section and run West along the North line of said 1-1 Section for a distance of 219.65 feet to the point of intersection with the centerline of a 60 foot right-of-way of a public road, which road is presently known as Shelby County Highway #333, and thence turn an angle of 42 degrees 07 minutes to the left and run along the centerline of said rightof-way for a distance of 647.5 feet, and thence turn an angle to the left of 80 degrees 22 minutes and run a distance of 30.31 feet to the Southeasterly margin of the right-of-way of said County road, which is the point of beginning of the parcel conveyed hereby; thence continue along the same course for a distance of 252.4 feet to a point; thence turn an angle to the right of 80 degrees and 22 minutes and run a distance of 210 feet to a point; thence turn an angle to the right of 99 degrees 38 minutes and run a distance of 252.4 feet to a point on the Southeasterly margin of the right-of-way of said County road; and, thence turn an angle to the right of 80 degrees 22 minutes and run along the Southeasterly margin of said right-of-way for a distance of 210 feet to the

This is a purchase money mortgage given to secure a portion of the purchase price of the above lands.

20031114000753210 Pg 7/7 137.00 Shelby Cnty Judge of Probate,AL 11/14/2003 09:43:00 FILED/CERTIFIED

> 20050104000000570 Pg 3/3 32.00 Shelby Cnty Judge of Probate, AL 01/04/2005 09:08:00 FILED/CERTIFIED