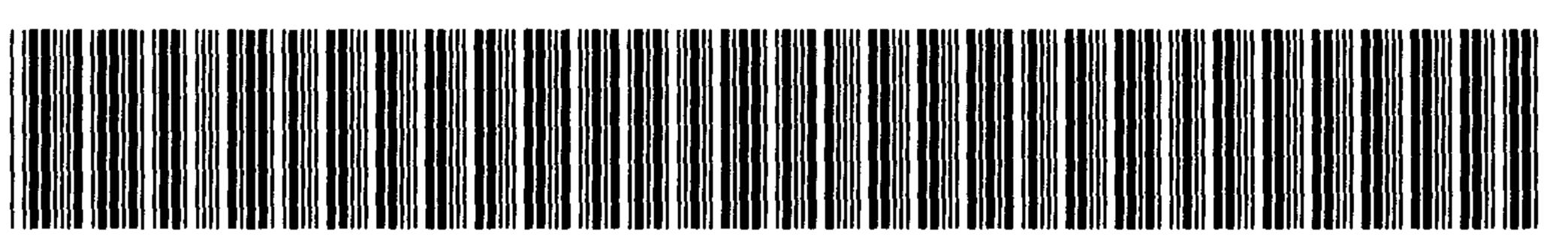
20050628000318010 1/3 \$79.25 Shelby Cnty Judge of Probate, AL 06/28/2005 09:03:12AM FILED/CERT

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



DOC48000002914860049001000000

THIS MODIFICATION OF MORTGAGE dated June 14, 2005, is made and executed between DARRYL WAID, whose address is 337 GREYSTONE GLEN CIRCLE, BIRMINGHAM, AL 35242-7137 and KATHY WAID, whose address is 337 GREYSTONE GLEN CIRCLE, BIRMINGHAM, AL 35242-7137; 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 August 30, 2001 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

Recorded September 4, 2001 as Instrument Number 2001-37846, Shelby County, AL.

REAL PROPERTY DESCRIPTION. The Mortgage covers the following described real property located in SHELBY County, State of Alabama:

See ATTACHED EXHIBIT, 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 102 HILLTOP BUSINESS DR, PELHAM, AL 35124.

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

Increase Principal from \$439,364.50 to \$480,843.75.

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 JUNE 14, 2005.

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:

LENDER:

DARRYL WAND

KATHY WAID (Seal)

REGIONS BANK

Authorized Signer (Sea

This Modification of Mortgage prepared by:

Name: DEBRA HIGGINS

Address: 2964 PELHAM PARKWAY City, State, ZIP: PELHAM, AL 35124

Loan No: 02914860049001

My commission expires

MODIFICATION OF MORTGAGE (Continued)

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INDIVIDUAL ACKNOWLEDGMENT Shelby Cnty Judge of Probate, AL 06/28/2005 09:03:12AM FILED/CERT SS COUNTY OF I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that DARRYL WAID and KATHY WAID, 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 ____day of __ My commission expires 11-4-07 NOTARY PUBLIC STATE OF ALABAMA 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**

LASER PRO Lending, Ver. 5.25.20.303 Copr. Harland Financial Solutions, Inc. 1997, 2005. All Rights Reserved. - AL R:\CFI\LPL\G201.FC TR-64592 PR-BR03

*EXHIBIT A

20050628000318010 3/3 \$79.25 Shelby Cnty Judge of Probate, AL 06/28/2005 09:03:12AM FILED/CERT

DARRYL AND KATHY WAID 102 HILLTOP BUSINESS DRIVE PELHAM, AL 35124

A parcel of land situated in the South Half of the NW 1/4 of the SW 1/4 of Section 31. Township 19 South, Range 2 West, Shelby County, Alabama; and being more particularly described as follows

Commence at the NW Corner of the NW 1/4 of the SW 1/4 of Section 31, Township 19 South, Range 2 West, thence South 0 deg. 19 min. 52 sec. West along the Westerly boundary of said 1/4-1/4 section a distance of 654.74 feet, thence South 87 deg. 49 min. 10 sec. East a distance of 998 14 feet to the Point of Beginning, thence continue along the last described course a distance of 100 00 feet, thence South 01 deg. 39 min. 13 sec. West a distance of 221 46 feet, thence North 57 deg. 08 min. 14 sec. West a distance of 92.84 feet to a point on a curve to the left having a radius of 92.72 feet and a central angle of 14 deg. 01 min. 18 sec. thence along the arc of said curve a distance of 22.69 feet, said are subtended by a chord which bears North 63 min. 49 sec. 26 sec. West a distance of 22.63 feet to the end of said arc. thence North 01 deg. 39 min. 13 sec. Last a distance of 164.88 to the Point of Beginning.

Said parcel containing 19,183± square feet, or 0.44 acres more or less.