20051114000591950 1/3 $204.50
Shelby Cnty Judge of Probate,AL
11/14/2005 08:06:10AM FILED/CERT

WHEN RECORDED MAIL TO:
Regions Loan Servicing Release
P O Box 4897
Montgomery, AL 36103

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

REGIONS BANK

MODIFICATION OF MORTGAGE

DOC48002900000290054604000000

THIS MODIFICATION OF MORTGAGE dated October 4, 2005, is made and executed between CHARLES R APPERSON, whose address is 19204 HWY 25 S, COLUMBIANA, AL 35051-4824 and JANISE LYNN APPERSON, whose address is 19204 HWY 25, COLUMBIANA, AL 35051-4824; 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 August 31, 2005 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

Recorded 08-31-2004, in 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 19204 HWY 25 S, COLUMBIANA, AL 35051-4824.

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

Increase in principal amount from $100,000.00 to $125,000.00 and extending maturity date.

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 OCTOBER 4, 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:

X _____ (Seal)
CHARLES R APPERSON

X _____ (Seal)
JANISE LYNN APPERSON

LENDER:

REGIONS BANK

X _____ (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

Name: BILLY R JONES
Address: P.O. BOX 946
City, State, ZIP: COLUMBIANA, AL 35051

INDIVIDUAL ACKNOWLEDGMENT

20051114000591950 2/3 $204.50
Shelby Cnty Judge of Probate, AL
11/14/2005 08:06:10AM FILED/CERT

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 **CHARLES R APPERSON and JANISE LYNN APPERSON, 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 4th **day of** October, 20 05.

Notary Public

My commission expires MY COMMISSION EXPIRES AUGUST 27, 2006

LENDER 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 Regions Bank 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 4th **day of** October, 20 05.

Notary Public

My commission expires _____

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-135195 PR-CL22

20051114000591950 3/3 $204.50
Shelby Cnty Judge of Probate,AL
11/14/2005 08:06:10AM FILED/CERT

Order Legal Descriptions

Full Legal Description:
PARCEL I: THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 22, RANGE 1 WEST, SHELBY COUNTY, ALABAMA. SITUATED IN SHELBY COUNTY, ALABAMA. PARCEL II: THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 22 SOUTH, RANGE 1 WEST, EXCEPT THAT PART DEEDED TO ALBERT INGRAM AND DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 34, TOWNSHIP 21, RANGE 1 WEST, THENCE EAST 70 YARDS; THENCE SOUTH TO THE NORTH LINE OF COLUMBIANA CALERA PUBLIC ROAD; THENCE IN A WESTERLY DIRECTION ALONG THE NORTH SIDE OF SAID ROAD TO THE SECTION LINE BETWEEN SECTION 33 AND 34; THENCE NORTH ALONG SAID SECTION LINE TO THE POINT OF BEGINNING, AND EXCEPT ALL THAT PART LYING NORTH OF THE NEW STATE HIGHWAY NO. 25 BY PASS IN SHELBY COUNTY, SAID PROPERTY HAVING BEEN CONVEYED TO JOHN SWINT EADES AND WIFE, NELLIE BOOCKHOLDT EADES BY LESLIE R. LONGSHORE AND SAID DEED HAVING BEEN RECORDED IN THE OFFICE OF THE JUDGE OF PROBATE, SHELBY COUNTY, ALABAMA, IN DEED BOOK 249, PAGE 465. SITUATED IN SHELBY COUNTY, ALABAMA. PARCEL III: ALSO 60 ACRES OFF OF THE WEST SIDE OF THE EAST HALF OF SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 21, RANGE 1 WEST. LESS AND EXCEPT THAT PARTY LYING NORTH OF THE NEW STATE HIGHWAY NO. 25 BY PASS RIGHT-OF-WAY. SITUATED IN SHELBY COUNTY, ALABAMA. BEING THE SAME PROPERTY CONVEYED TO CHARLES A. APPERSON BY DEED FROM WELCH ENTERPRISES, AN ALABAMA GENERAL PARTNERSHIP RECORDED 08/07/1992 IN DEED BOOK 1992 PAGE 16388, IN THE PROBATE JUDGE'S OFFICE FOR SHELBY COUNTY, ALABAMA. TAX ID# 21-8-34-0-000-015.000
Brief Legal Description:
No brief legal description associated with this order.