

20071003000462820 1/3 \$155.00
Shelby Cnty Judge of Probate, AL
10/03/2007 01:41:08PM FILED/CERT

RECORDATION REQUESTED BY:

REGIONS BANK
HOOVER 1592 MONTGOMERY HWY
1592 MONTGOMERY HWY
507 MAIN STREET
BIRMINGHAM, AL 35216

WHEN RECORDED MAIL TO:

Regions Bank Loan Servicing
PO Box 5014
Montgomery, AL 36103

SEND TAX NOTICES TO:

Regions Bank Loan Servicing
P. O. Box 4897
Montgomery, AL 36103-4897

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY



36071570938460 **MODIFICATION OF MORTGAGE** 00170000 31202



DOC48004017310000000070000372020000000

THIS MODIFICATION OF MORTGAGE dated August 27, 2007, is made and executed between **FREDERIC R AGEE; PEGGY AGEE, Husband and Wife** (referred to below as "Grantor") and **REGIONS BANK**, whose address is **1592 MONTGOMERY HWY, 507 MAIN STREET, BIRMINGHAM, AL 35216** (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated September 29, 2006 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

In regard to that certain promissory note dated 09-29-2006 in the original principal sum of \$225,000.00 (The Original Note), and to secure the payment of the Original note, Grantor made, executed and delivered that certain Deed of Trust or Mortgage of even date therewith and in the same principal sum as the Original Note, which deed of trust or Mortgage is recorded in instrument number 20061012000506560.

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

SEE EXHIBIT "A" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

The Real Property or its address is commonly known as 11321 HWY 280, WILSONVILLE, AL 35186.

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

Principal Increase: Whereas the Note has a present principal balance of \$150,274.02, and the Borrower is the obligor under the Note and the Grantor is the grantor under the Deed of trust or Mortgage and Regions Bank is the owner and the holder of the note and Deed of Trust or Mortgage; and whereas the Borrower and the Grantor have requested an additional advance of \$91,975.98. The present principal balance of the Note is as stated above and with the additional advance the principal balance of the Renewal Note is \$242,250.00.

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 AUGUST 27, 2007.

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 Frederic R. Agee (Seal)
FREDERIC R AGEE

x Peggy Agee (Seal)
PEGGY AGEE

LENDER:

REGIONS BANK

x Authorized Signer (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

Name: KENDALL JOHNSON
Address: PO Box 1984
City, State, ZIP: Birmingham, AL 35201

Loan No: 000000007000037202

MODIFICATION OF MORTGAGE
(Continued)

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INDIVIDUAL 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 **FREDERIC R AGEE and PEGGY AGEE**, 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 27th day of August, 20 07.

[Signature]
Notary Public

My commission expires 01/01/08

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 Billy Schaffer 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 27th day of August, 20 07.

[Signature]
Notary Public

My commission expires 6-17-11

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EXHIBIT "A"

Part of the Southeast quarter of the Northeast quarter of Section 28, Township 19 South, Range 1 East, Shelby County, Alabama, said part being more particularly described as follows:
Commence at the Southwest corner of the Southwest quarter of Northeast quarter of said Section 28; thence run in an Easterly direction along the South line of said 1/4 - 1/4 Section line thereof for a distance of 490.82 feet to the point of beginning of the tract here described; thence continue along the same course for a distance of 109.18 feet, more or less, to the Southeast corner of the E. R. Elliott property; thence turn an angle to the left of 89 degrees 02 minutes 30 seconds, and run along the Easterly line of said E. R. Elliott property in a Northerly direction for a distance of 178.26 feet to a point on the Southerly line of the right of way of U.S. Highway No. 280, which is on a curve in said right of way, said curve being concave in a Northwesterly direction, having a radius of 8444.37 feet and a central angle of 0 degrees 40 minutes, thence in a Westerly direction along the arc of said curve for a distance of 110.84 feet; thence run in a Southerly direction for a distance of 162.09 feet, more or less, to the point of beginning; being situated in Shelby County, Alabama.