

RECORDATION REQUESTED BY:

REGIONS BANK
 PELHAM 2964 PELHAM PKWY
 2964 PELHAM PARKWAY
 PELHAM, AL 35124

20080916000367890 1/2 \$389.00
 Shelby Cnty Judge of Probate, AL
 09/16/2008 02:47:04PM FILED/CERT

WHEN RECORDED MAIL TO:

Regions Bank Loan Servicing
 PO Box 1984
 Birmingham, AL 35201

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

**REGIONS****MODIFICATION OF MORTGAGE**

389



DOC48004014014340070110000178410000000

THIS MODIFICATION OF MORTGAGE dated August 20, 2008, is made and executed between 3-M DEVELOPERS, L.L.C., A Alabama Limited Liability Company (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 February 20, 2008 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

In regard to that certain promissory note dated 02/20/2008, in the original principal sum of \$600,000.00 (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 by Instrument number 20080313000104420 of the public records of Shelby County, Alabama, recording date March 13, 2008.

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

MODIFIED LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN NE 1/4 AND THE SE 1/4 OF THE NE 1/4 OF SECTION OF 24, TOWNSHIP 20 SOUTH, RANGE 3 WEST OF SHELBY COUNTY, ALABAMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 COMMENCE OF THE NE CORNER OF THE SE 1/4 OF THE NE 1/4; THENCE RUN SOUTH ALONG THE EAST LINE OF SAID FORTY A DISTANCE OF 420.44 FEET TO THE WEST RIGHT-OF-WAY LINE OF HWY.35; THENCE CONTINUE SOUTH A DISTANCE OF 238 FEET; THENCE TURN AND RUN WEST A DISTANCE OF 670 FEET; THENCE TURN AND RUN WESTERLY A DISTANCE OF 171.49 FEET; THENCE TURN AND RUN SOUTHWESTERLY A DISTANCE OF 69.31 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF INTERSTATE 65; THENCE TURN AND RUN NORTH ALONG THE EAST RIGHT-OF-WAY LINE OF INTERSTATE 65 TO A POINT ON THE EAST RIGHT-OF-WAY OF OAK MOUNTAIN TRAIL; THENCE TURN AND RUN IN A NORTHEASTERLY DIRECTION ALONG SAID RIGHT-OF-WAY LINE FOR A DISTANCE OF 393.55 FEET; THENCE TURN AND RUN IN A SOUTHEASTERLY DIRECTION A DISTANCE OF 181.68 FEET; THENCE TURN AND RUN IN A NORTHEASTERLY DIRECTION A DISTANCE 240.33 FEET; THENCE TURN AND RUN IN A SOUTHEASTERLY DIRECTION A DISTANCE OF 8.73 FEET; THENCE TURN AND RUN A NORTHEASTERLY DIRECTION A DISTANCE OF 167.02 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF HWY. 35; THENCE TURN AND RUN IN A SOUTHEASTERLY DIRECTION ALONG SAID RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING.

The Real Property or its address is commonly known as INTERSECTION OF I65 & CR 52 (A TOTAL OF 22 ACRES), PELHAM, AL 35124.

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

Principal Increase: Whereas the Note has a present principal balance of \$600,000.00, 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 \$250,000.00. The present principal balance of the Note is as stated above and with the additional advance the principal balance of the Renewal Note is \$850,000.00.

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 endorser 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 20, 2008.

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:

3-M DEVELOPERS, L.L.C.

By: Roy E. Martin (Seal)
 ROY MARTIN, Member of 3-M DEVELOPERS, L.L.C.

By: Jack McGuire (Seal)
 JACK MCGUIRE, Member of 3-M DEVELOPERS, L.L.C.

By: Donald R. Murphy (Seal)
 DONALD R MURPHY, Member of 3-M DEVELOPERS, L.L.C.

MODIFICATION OF MORTGAGE
(Continued)


Loan No: 43400701100001784149

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LENDER:

REGIONS BANK

X [Signature] (Seal)
Authorized Signer


20080916000367890 2/2 \$389.00
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This Modification of Mortgage prepared by:

Name: JAMIE HIGGINS
Address: 2964 PELHAM PARKWAY
City, State, ZIP: PELHAM, AL 35124

LIMITED LIABILITY COMPANY 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 **ROY MARTIN, Member; JACK MCGUIRE, Member; DONALD R MURPHY, Member of 3-M DEVELOPERS, L.L.C.**, a limited liability company, are signed to the foregoing Modification and who are known to me, acknowledged before me on this day that, being informed of the contents of said Modification, they, as such members and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal this 20th day of August, 2008.

MY COMMISSION EXPIRES JUNE 3, 2012

[Signature]
Notary Public

My commission expires _____

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 _____ 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 20th day of August, 2008.

MY COMMISSION EXPIRES JUNE 3, 2012

[Signature]
Notary Public

My commission expires _____