

20101117000385760 1/3 \$19.00  
Shelby Cnty Judge of Probate, AL  
11/17/2010 12:53:22 PM FILED/CERT

**WHEN RECORDED MAIL TO:**

Regions Bank  
Collateral Management  
P.O. Box 12926  
Birmingham, AL 35202

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY



**MODIFICATION OF MORTGAGE**



\*DOC48000#####693432000000\*

**THIS MODIFICATION OF MORTGAGE dated October 27, 2010, is made and executed between LEE M WATKINS, whose address is 7581 BEAR CREEK RD, STERRETT, AL 35147 and EILEEN M WATKINS, whose address is 7581 BEAR CREEK RD, STERRETT, AL 35147; husband and wife (referred to below as "Grantor") and Regions Bank, whose address is 16046 Highway 280, Chelsea, AL 35043 (referred to below as "Lender").**

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated August 28, 2008 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

**RECORDED 09-25-2008 IN INST # 20080925000379330 IN SHELBY COUNTY.**

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

See SEE ATTACHED 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 7581 BEAR CREEK RD, STERRETT, AL 35147.

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

**\*\*\*THIS MODIFICATION OF MORTGAGE IS TO CORRECT THE LEGAL DESCRIPTION ONLY\*\*\*.**

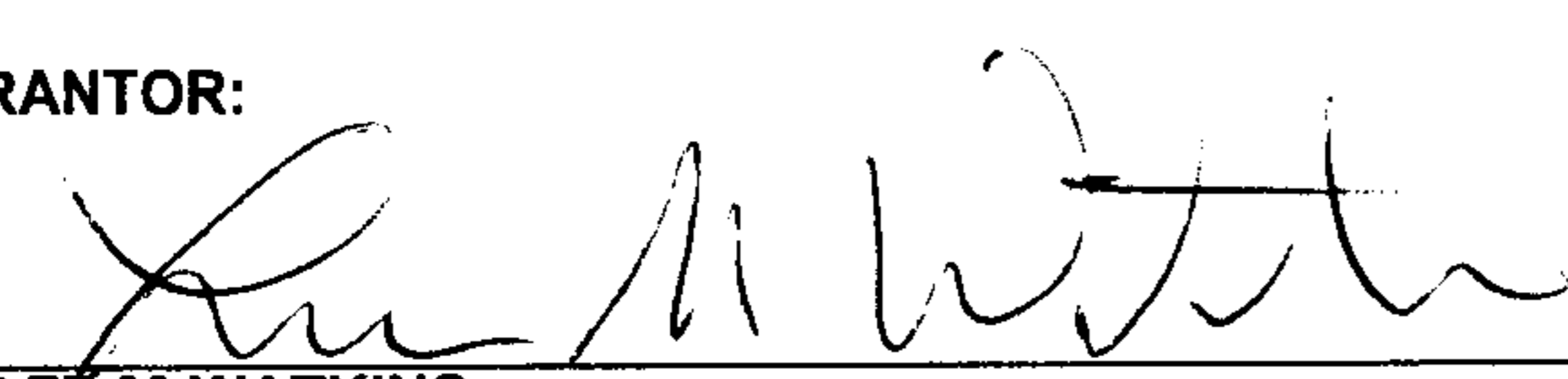
**CONTINUING VALIDITY.** Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's 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.

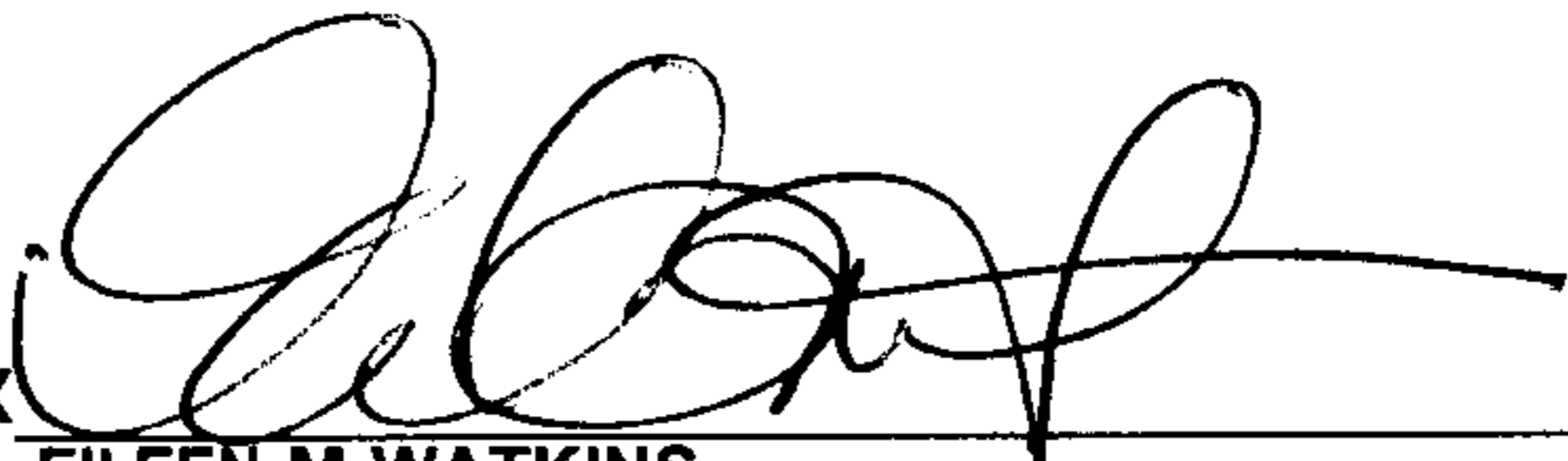
**SUBORDINATION, PARTIAL RELEASE AND OTHER MODIFICATION REQUESTS.** From time to time, Grantor or Borrower may request that we subordinate the lien of this Mortgage to another lien, release part of the Property from the lien of this Mortgage, or agree to some other modification of this Mortgage or the Credit Agreement or any Related Document. We are not obligated to agree to any such request. We may, in our sole discretion, impose conditions on our agreement to any such request. Such conditions may include, without limitation, imposing a fee or increasing the interest rate under the Credit Agreement, or both.

**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 27, 2010.**

**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)  
LEE M WATKINS

X  (Seal)  
EILEEN M WATKINS

**LENDER:**

**REGIONS BANK**

X  (Seal)  
Authorized Signer

**This Modification of Mortgage prepared by:**

Name: KIMBERLY STROWN  
Address: P.O. Box 830721  
City, State, ZIP: Birmingham, AL 35283

MODIFICATION OF MORTGAGE  
(Continued)

INDIVIDUAL ACKNOWLEDGMENT



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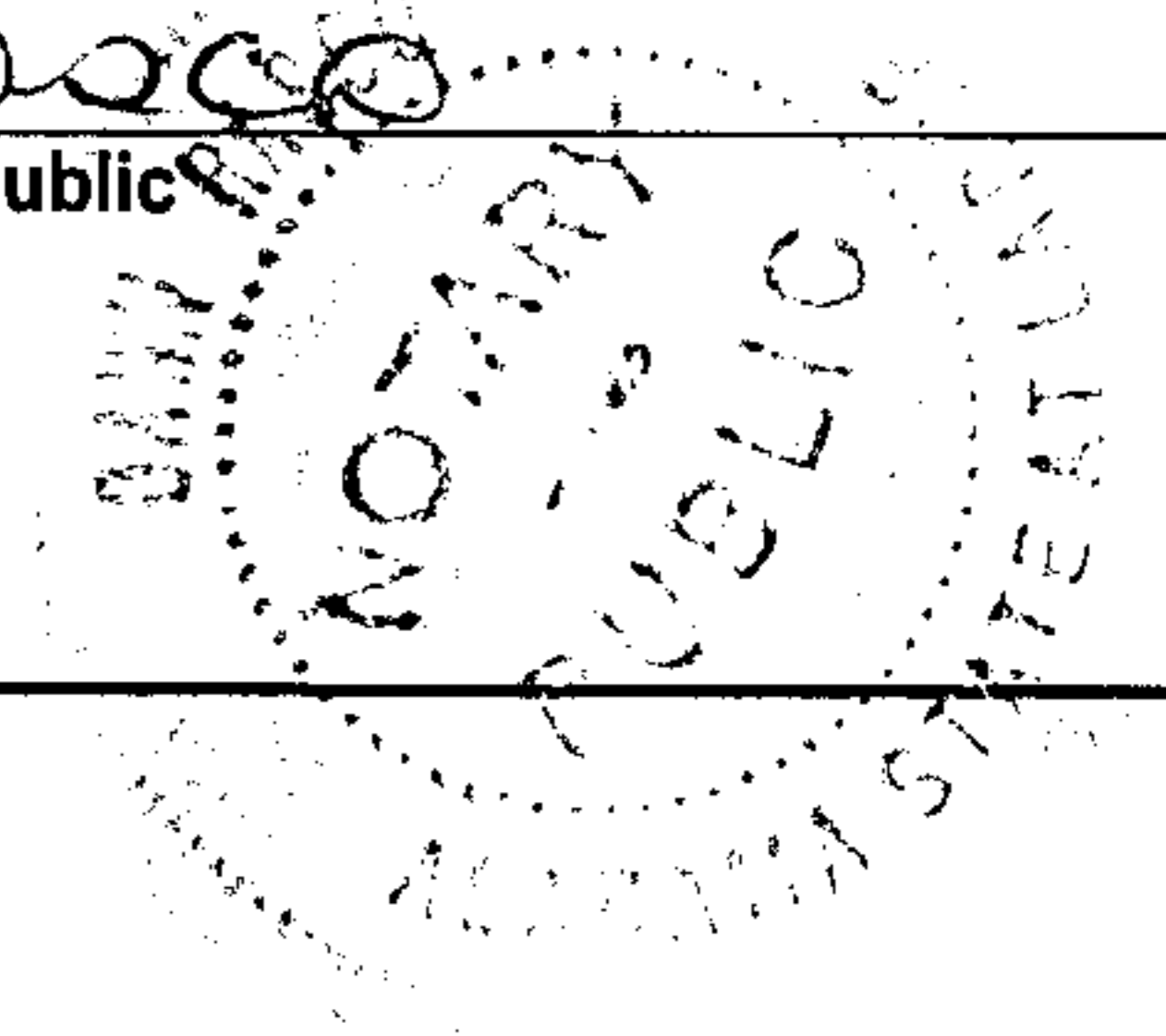
STATE OF Alabama )  
 ) SS  
COUNTY OF Shelby )

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **LEE M WATKINS and EILEEN M WATKINS, 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 November, 20 10

Dawn Rasco  
Notary Public

My commission expires 3/26/14



LENDER ACKNOWLEDGMENT

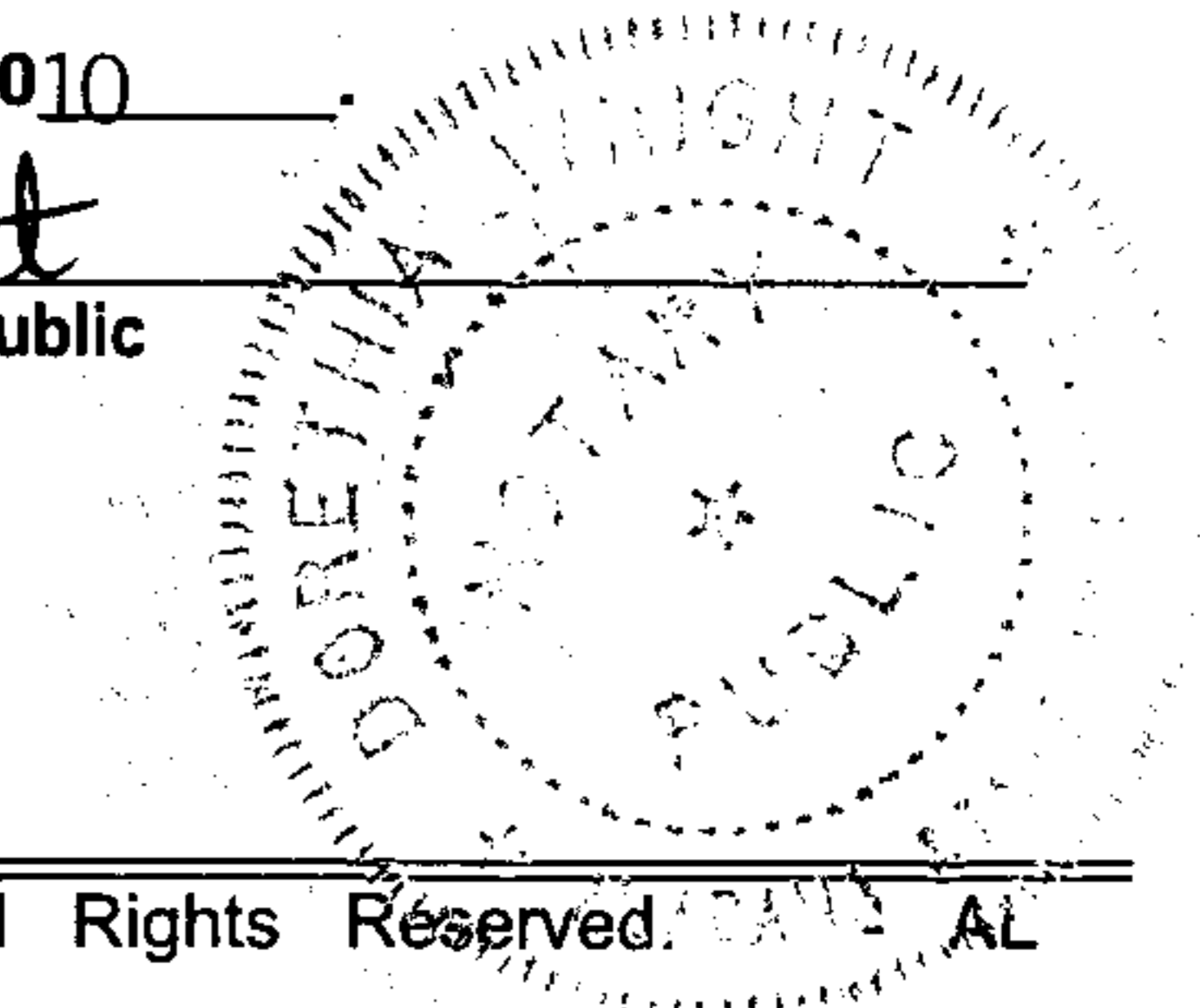
STATE OF ALABAMA )  
 ) SS  
COUNTY OF SHELBY )

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Dorothy Yellock whose name as Senior V. P. Cons Lending of **Regions Bank** 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 the Modification of Mortgage, he or she, in his or her capacity as such Sr. V. P. Cons. Lending of **Regions Bank**, executed the same voluntarily on the day same bears date.

Given under my hand and official seal this 9th day of November, 2010

Dorethia Wright  
Notary Public

My commission expires 04-20-2014



Lee  
Eileen



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**RECORDER'S MEMORANDUM**  
At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction.

**EXHIBIT "A"**

ALL THAT PART OF W  $\frac{1}{2}$  OF SW  $\frac{1}{4}$  OF SW  $\frac{1}{4}$  OF SECTION 29, TOWNSHIP 18 SOUTH, RANGE 1 EAST WHICH IS NORTH OF SHELBY COUNTY HIGHWAY NO. 43 RIGHT OF WAY, MORE PARTICULARY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NW CORNER OF THE SW  $\frac{1}{4}$  OF THE SW  $\frac{1}{4}$  OF SECTION 29, TOWNSHIP 18 SOUTH, RANGE 1 WEST, AND RUN SOUTH ALONG THE WEST LINE OF SAID  $\frac{1}{4}$  -  $\frac{1}{4}$  SECTION 1273.34 TO A POINT OF INTERSECTION WITH THE NORTHWESTERLY RIGHT OF WAY LINE OF COUNTY ROAD NO. 43; THENCE NORTHEASTERLY ALONG SAID RIGHT OF WAY LINE 371.14 FEET TO A POINT OF CURVE TO THE RIGHT, SAID CURVE HAVING A CENTRAL ANGLE OF 10 DEGREES 29' AND A RADIUS OF 2492.57 FEET; THENCE ALONG ARC OF SAID CURVE 456.06 FEET; THENCE ALONG TANGENT LINE 98.10 FEET; THENCE AN ANGLE LEFT OF 54 DEGREES 05' AND RUN NORTH AND PARALLEL TO THE WEST LINE OF SAID  $\frac{1}{4}$  -  $\frac{1}{4}$ , 677.92 FEET TO A POINT ON THE NORTH LINE OF SAID  $\frac{1}{4}$  -  $\frac{1}{4}$  SECTION, THENCE WEST ALONG SAID NORTH LINE 680.19 FEET TO POINT OF BEGINNING.

SUBJECT TO CURRENT TAXES, ALL MATTERS OF PUBLIC RECORD, INCLUDING, BUT NOT LIMITED TO EASEMENTS, RESTRICTIONS OF RECORD, AND OTHER MATTERS WHICH MAY BE VIEWED BY OBSERVATION.