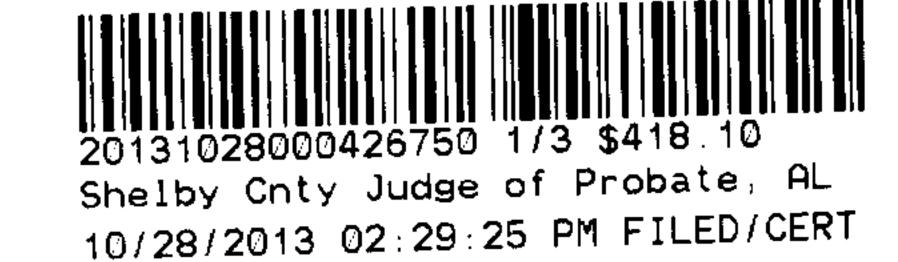
**RECORDATION REQUESTED BY:** 

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

#### WHEN RECORDED MAIL TO:

Regions Bank Collateral Management PO Box 12926 Birmingham, AL 35202



SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY



20132611351190

### MODIFICATION OF MORTGAGE



\*DOC48004001434032262800023529040000000\*

THIS MODIFICATION OF MORTGAGE dated October 8, 2013, is made and executed between JAMES B MCCORSTIN III, A Married Man; FLOYD D CROOKS, A Married Man (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 January 14, 1998 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

In regard to that certain promissory note dated 01-14-1998, in the original principal sum of \$317,719.70 (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 Book or Instrument number 1998, at Page (if applicable) 02078 of the public records of SHELBY County, AL.

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

SEE ATTACHED EXHIBIT "A"

The Real Property or its address is commonly known as 3406 HIGHWAY 31 SOUTH, PELHAM, AL 35124.

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

Principal Increase: Whereas the Note has a present principal balance of \$269,116.19, 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 \$265,387.25. The present principal balance of the Note is as stated above and with the additional advance the principal balance of the Renewal Note is \$534,503.44.

continuing 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 8, 2013.

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 Same Since Since

TONK (Seal)

LENDER:

**REGIONS BANK** 

Authorized Signer (Seal)

This Modification of Mortgage prepared by:

Name: DUKE CARR

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

Loan No: 43403226280002352904

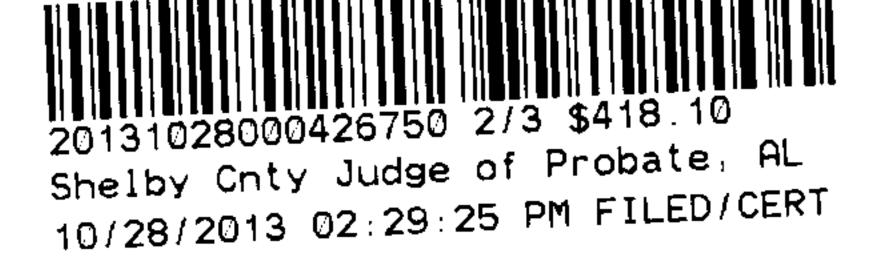
## MODIFICATION OF MORTGAGE

(Continued)

Page 2

INDIVIDUAL ACKNOWLEDGMENT	
STATE OF Alabama	}
COUNTY OF Shelly	) SS )
I, the undersigned authority, a Notary Public in and for said CROOKS, whose names are signed to the foregoing instruminformed of the contents of said Modification, they executed Given under my hand and official seal this	d county in said state, hereby certify that JAMES B MCCORSTIN III and FLOYD D nent, and who are known to me, acknowledged before me on this day that, being the same voluntarily on the day the same bears date.
My commission expires $\frac{11/10/2014}{}$	Dorothy S. Rice
LENDER ACKNOWLEDGMENT	
STATE OF Alama	
COUNTY OF Shelly	) SS )
acknowledged before me on this day that, being informed of	ounty in said state, hereby certify that  EGIONS BANK is signed to the foregoing Modification and who is known to me, f the contents of the Modification of Mortgage, he or she, in his or her capacity as NK, executed the same voluntarily on the day same bears date.
Given under my hand and official seal this	day of October, 20/3
My commission expires $11/10/2014$	Dorothy S. Rice

LASER PRO Lending, Ver. 13.2.0.016 Copr. Harland Financial Solutions, Inc. 1997, 2013. All Rights Reserved. - AL K:\CFI\LPL\G201.FC



# EXHIBITA

### PARCEL E

A purcei of land lying in the SW 1/4 of SW 1/4, Section 24, Township 20 South, Range 3 West, Shalby County, Alabama, more perticularly described as follows:

Commence of the SW comer of the SW 1/4 of the SW 1/4 of Beatlon 24, Township 20 South, Range 3 Weef; thence North 85°55′55″ East and along the South line of said 1/4-1/4 a distance of 755.71 feet to the Westerly right of way line of U.S. Highway No. 31 (200 foot right of way); thence North 16°11′23″ West a distance of 250.71 feet to the point of beginning of the percel herein described; thence North 17°14′27″ West and along said Westerly right of way a distance of 87.63 feet (87.34 measured); thence South 78°05′33″ West a distance of 148.60 feet to the centerine of Old U.S. Highway No. 3/1; thence South 09°56′11″ East a distance of 86.82 feet; thence North 78°05′33″ East a distance of 169.71 feet to the point of beginning.

### PARCEL B:

A percel of land lying in the SW 1/4 of SW 1/4, Section 24, Township 20 South, Range 3 West, Shelby County, Alabama, more particularly described as follows:

Commence at the SW parter of the SW 1/4 of the SW 1/4, Section 24, Township 20 South, Range 3 West; thence North 89°56'66" East and along the South line of said 1/4-1/4 a distance of 765.71 feet to the Westerly right of way of U.S. Highway No. 31 (206 foot right of way); thence North 18°11'23" West a distance of 136.71 feet (127.21 measured) to the point of beginning of the parcel haven described; thence continue along the last described course a distance of 144.0 feet; thence South 79°05'33" West a distance of 182.0 feet to the centerline of Old U.S. Highway No. 31; thence South 06'56'11" East a distance of 172.10 feet to the point of beginning.

### PARCEL III:

Lot 9, seconding to the Survey of Keystone Commercial Complex, as recorded in Map Book 21, page 62, in the Probate Office of Shetby County, Alabama.

20131028000426750 3/3 \$418.10 Shelby Cnty Judge of Probate, AL 10/28/2013 02:29:25 PM FILED/CERT