

RECORDATION REQUESTED BY:
REGIONS BANK
PELHAM 2964 PELHAM PKWY
2964 PELHAM PARKWAY
PELHAM, AL 35124

20131028000426750 1/3 \$418.10
Shelby Cnty Judge of Probate, AL
10/28/2013 02:29:25 PM FILED/CERT

WHEN RECORDED MAIL TO:
Regions Bank
Collateral Management
PO Box 12926
Birmingham, AL 35202

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20132611357190

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 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 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 James B McCorstin III (Seal)
JAMES B MCCORSTIN III

x Floyd D Crooks (Seal)
FLOYD D CROOKS

LENDER:

REGIONS BANK

x Mike Hill (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

Name: DUKE CARR
Address: 2964 PELHAM PARKWAY
City, State, ZIP: PELHAM, AL 35124

A2013102100593

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Alabama)
)
COUNTY OF Shelby) SS
)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **JAMES B MCCORSTIN III and FLOYD D CROOKS**, 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 8th day of October, 2013.

My commission expires 11/10/2014

Dorothy S. Rice
Notary Public
Dorothy S. Rice

LENDER ACKNOWLEDGMENT

STATE OF Alabama)
)
COUNTY OF Shelby) SS
)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Mike Hill whose name as Vice President 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 Vice President of **REGIONS BANK**, executed the same voluntarily on the day same bears date.

Given under my hand and official seal this 8th day of October, 2013.

My commission expires 11/10/2014

Dorothy S. Rice
Notary Public
Dorothy S. Rice

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EXHIBIT A

PARCEL I:

A parcel 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 corner of the SW 1/4 of the SW 1/4 of Section 24, Township 20 South, Range 3 West; thence North 89°55'58" East and along the South line of said 1/4-1/4 a distance of 785.71 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 parcel herein described; thence North 17°14'27" West and along said Westerly right of way a distance of 87.53 feet (87.34 measured); thence South 79°05'33" West a distance of 148.60 feet to the centerline of Old U.S. Highway No. 31; thence South 89°55'11" East a distance of 86.82 feet; thence North 79°05'33" East a distance of 169.71 feet to the point of beginning.

PARCEL II:

A parcel 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 corner of the SW 1/4 of the SW 1/4, Section 24, Township 20 South, Range 3 West; thence North 89°55'58" East and along the South line of said 1/4-1/4 a distance of 785.71 feet to the Westerly right of way of U.S. Highway No. 31 (200 foot right of way); thence North 16°11'23" West a distance of 135.71 feet (127.21 measured) to the point of beginning of the parcel herein described; thence continue along the last described course a distance of 114.0 feet; thence South 79°05'33" West a distance of 162.0 feet to the centerline of Old U.S. Highway No. 31; thence South 89°55'11" East a distance of 110.82 feet; thence North 80°03'38" East a distance of 172.10 feet to the point of beginning.

PARCEL III:

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



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