

RECORDATION REQUESTED BY:
REGIONS BANK
BIRMINGHAM: PRIVATE CLIENT SERVICES
2900 HWY 280, SUITE 100
ALBHMMK
BIRMINGHAM, AL 35223

WHEN RECORDED MAIL TO:
REGIONS BANK
BIRMINGHAM: PRIVATE CLIENT SERVICES
2900 HWY 280, SUITE 100
ALBHMMK
BIRMINGHAM, AL 35223

SEND TAX NOTICES TO:
REGIONS BANK
BIRMINGHAM: PRIVATE CLIENT SERVICES
2900 HWY 280, SUITE 100
ALBHMMK
BIRMINGHAM, AL 35223

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY



MODIFICATION OF MORTGAGE

20140411108520



DOC48003000434011381100019061480000000

THIS MODIFICATION OF MORTGAGE dated February 26, 2014, is made and executed between CLYDE W PEARCE JR, A MARRIED MAN; AN UNDIVIDED THREE-FORTHS INTEREST, whose address is 1301 PARADISE COVE, WILSONVILLE, AL 35186 AND J WRAY PEARCE AKA J W PEARCE, A MARRIED MAN; AN UNDIVIDED ONE-FORTH INTEREST, whose address is 1225 CEDARDELL LANE, BIRMINGHAM, AL 35216 (referred to below as "Grantor") and REGIONS BANK, whose address is 2900 HWY 280, SUITE 100, ALBHMMK, BIRMINGHAM, AL 35223 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated January 27, 2009 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

In regard to that certain promissory note dated 01/27/2009, in the original principal sum of \$342,500.00 (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 Book or Instrument number 20090210000045750, of the public records of Shelby County, Alabama.

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

The Real Property or its address is commonly known as 2130, 2132 AND 2134 HIGHWAY 31, PELHAM, AL 35124.

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


Principal Increase: Whereas the Note has a present principal balance of \$230,236.57, 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 \$24,999.43. The present principal balance of the Note is as stated above and with the additional advance the principal balance of the Renewal Note is \$255,236.00. EXTENDING MATURITY DATE TO 02/26/2019.

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 FEBRUARY 26, 2014.

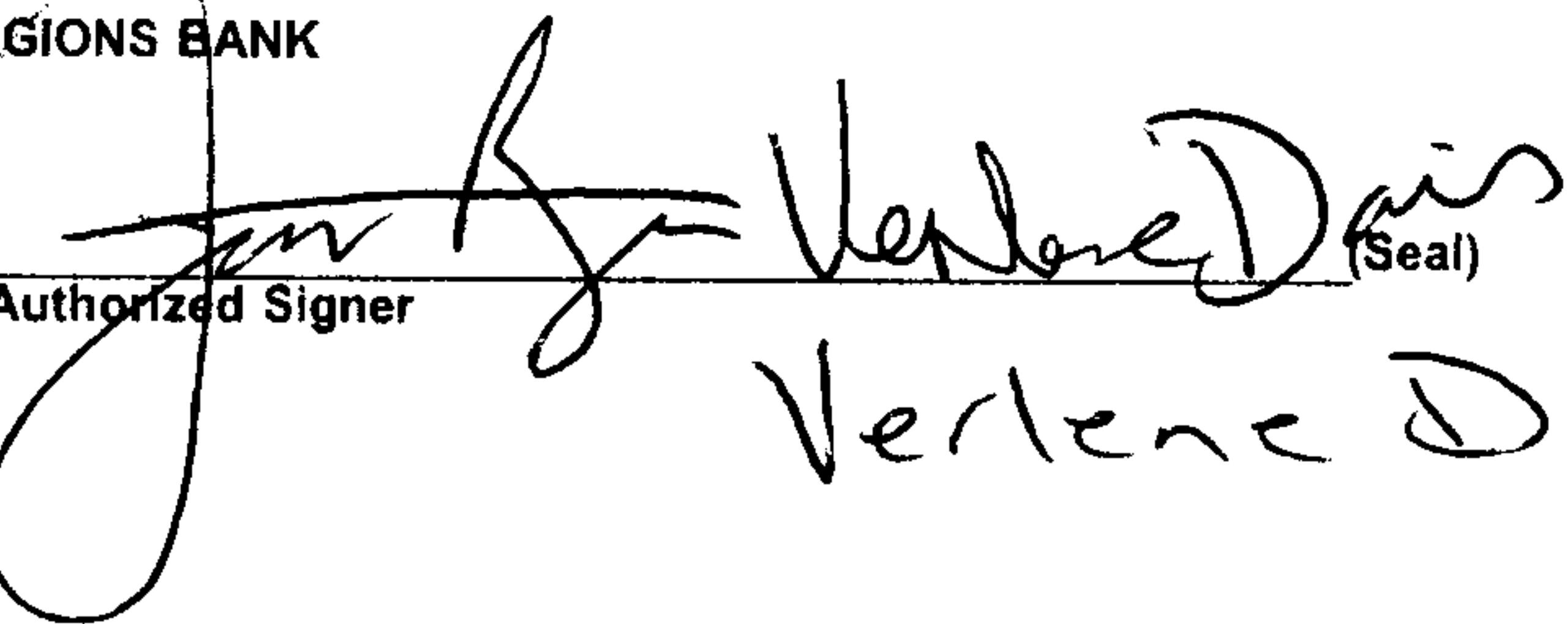
THIS MODIFICATION IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS MODIFICATION IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.


GRANTOR:

X  (Seal)
J W PEARCE

X  (Seal)
CLYDE W PEARCE JR

LENDER:

REGIONS BANK
X  (Seal)
Authorized Signer
Verlenc Davis


20140410C00103540 1/3 \$403.95
Shelby Cnty Judge of Probate, AL
04/10/2014 10:32:25 AM FILED/CERT

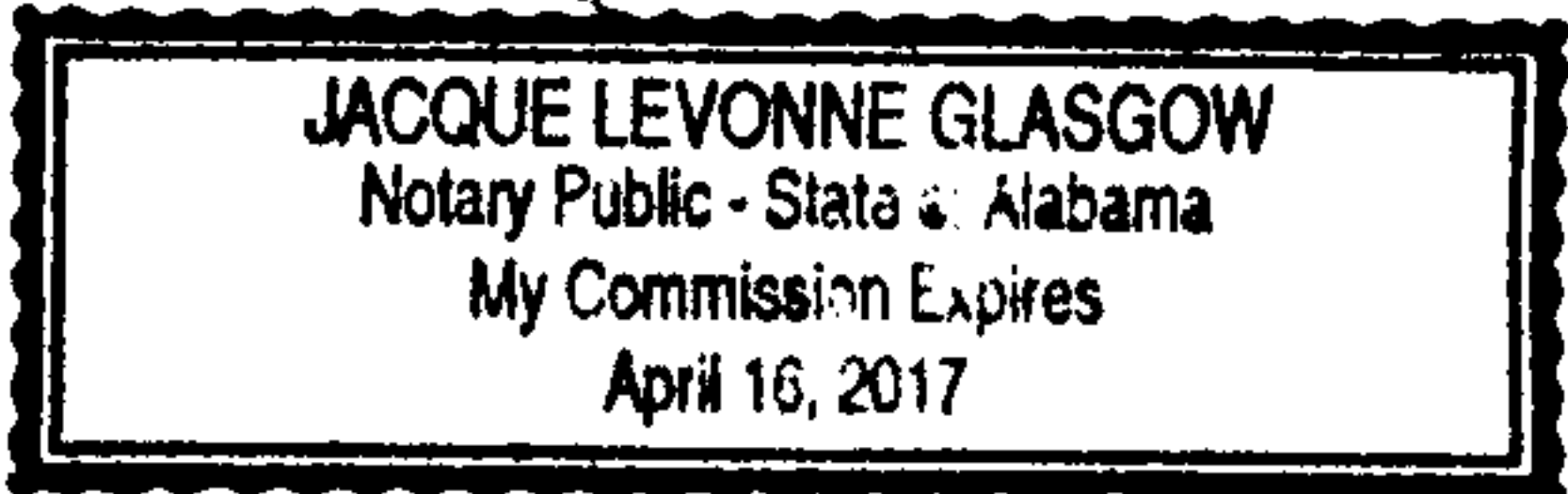
A2014040400029

This Modification of Mortgage prepared by:

Name: JESSICA TYLER, PARALENDER
Address: 2900 HWY 280, SUITE 100
City, State, ZIP: BIRMINGHAM, AL 35223

INDIVIDUAL 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 J W PEARCE and CLYDE W PEARCE JR, 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 first day of April, 2014.

Jacque Levonne Glasgow
Notary Public
JACQUE LEVONNE GLASGOW

My commission expires April 16, 2017

LENDER ACKNOWLEDGMENT

STATE OF ALABAMA)
) SS
COUNTY OF TALLADEGA)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Verlene Davis whose name as Officer 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 Officer of REGIONS BANK, executed the same voluntarily on the day same bears date.

Given under my hand and official seal this 8th day of April, 2014.

Renee Spradley
Notary Public
Renee Spradley

My commission expires MY COMMISSION EXPIRES SEPTEMBER 12, 2017

Exhibit A

FROM THE NORTHEAST CORNER OF SECTION 36, TOWNSHIP 19 SOUTH, RANGE 3 WEST, GO SOUTH 03 DEG. 30 MIN. 00 SEC. EAST ALONG THE EAST LINE OF SECTION 36 A DISTANCE OF 550.00 FEET; THENCE SOUTH 72 DEG. 50 MIN. 37 SEC. WEST A DISTANCE OF 336.82 FEET TO AN IRON FOR A POINT OF BEGINNING; THENCE SOUTH 72 DEG. 50 MIN. 37 SEC. WEST A DISTANCE OF 116.757 5 FEET TO AN IRON; THENCE SOUTH 32 DEG. 22 MIN. 28 SEC. EAST A DISTANCE OF 375.00 FEET TO AN IRON; THENCE SOUTH 74 DEG. WEST: A DISTANCE OF 50.00 FEET TO AN IRON ON THE NORTHEASTERLY RIGHT OF WAY OF OLD MONTGOMERY HIGHWAY; THENCE SOUTH 63 DEG. 51 MIN. 05 SEC. EAST ALONG SAID RIGHT OF WAY A DISTANCE OF 98.77 FEET TO AN IRON; THENCE NORTH 66 DEG. 52 MIN. 31 SEC. EAST A DISTANCE OF 190.07 FEET TO AN IRON ON THE SOUTHEASTERLY RIGHT OF WAY LINE OF ALABAMA HIGHWAY 31; THENCE LEFT ALONG SAID RIGHT OF WAY, ALONG THE ARC OF A CURVE TO THE RIGHT WHICH HAS A RADIUS OF 2009.86 FEET, A DELTA ANGLE OF 08 DEG. 48 MIN. 09 SEC., A CHORD BEARING OF NORTH 16 DEG. 16 MIN. 41 SEC. WEST AND A CHORD OF 308.47 FEET, A DISTANCE ALONG SAID ARC OF 308.78 FEET; THENCE SOUTH 72 DEG. 42 MIN. 31 SEC. WEST A DISTANCE OF 200.03 FEET TO AN IRON; THENCE NORTH 10 DEG. 32 MIN. 29 SEC. WEST A DISTANCE OF 101.35 FEET TO THE POINT OF BEGINNING, CONTAINING 1.93 ACRES AND LYING IN THE NE ¼ OF THE NE ¼ OF SECTION 36, TOWNSHIP 19 SOUTH, RANGE 3 WEST, SHELBY COUNTY, ALABAMA.

20140410000103540 3/3 \$403.95
Shelby Cnty Judge of Probate, AL
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