

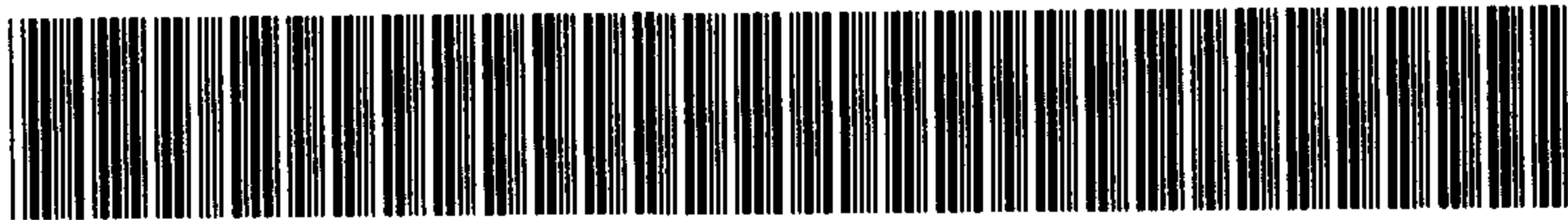
WHEN RECORDED MAIL TO:
REGIONS BANK
COLUMBIANA
P.O. BOX 946
21325 HWY 25
COLUMBIANA, AL 35051

029-0726702-0001

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY



MODIFICATION OF MORTGAGE



DOC48000000007267020001000000

THIS MODIFICATION OF MORTGAGE dated November 22, 2002, is made and executed between ROBERT G KINZER and NANCY C KINZER, whose address is 170 WAKOTA TRL, WILSONVILLE, AL 35186-7742 (referred to below as "Grantor") and REGIONS BANK, whose address is P.O. BOX 946, 21325 HWY 25, COLUMBIANA, AL 35051 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated July 26, 2002 (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

Recorded on 07/30/2002 in Instrument #2002073000035.

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 12335 Highway 42, Shelby, AL 35186.

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

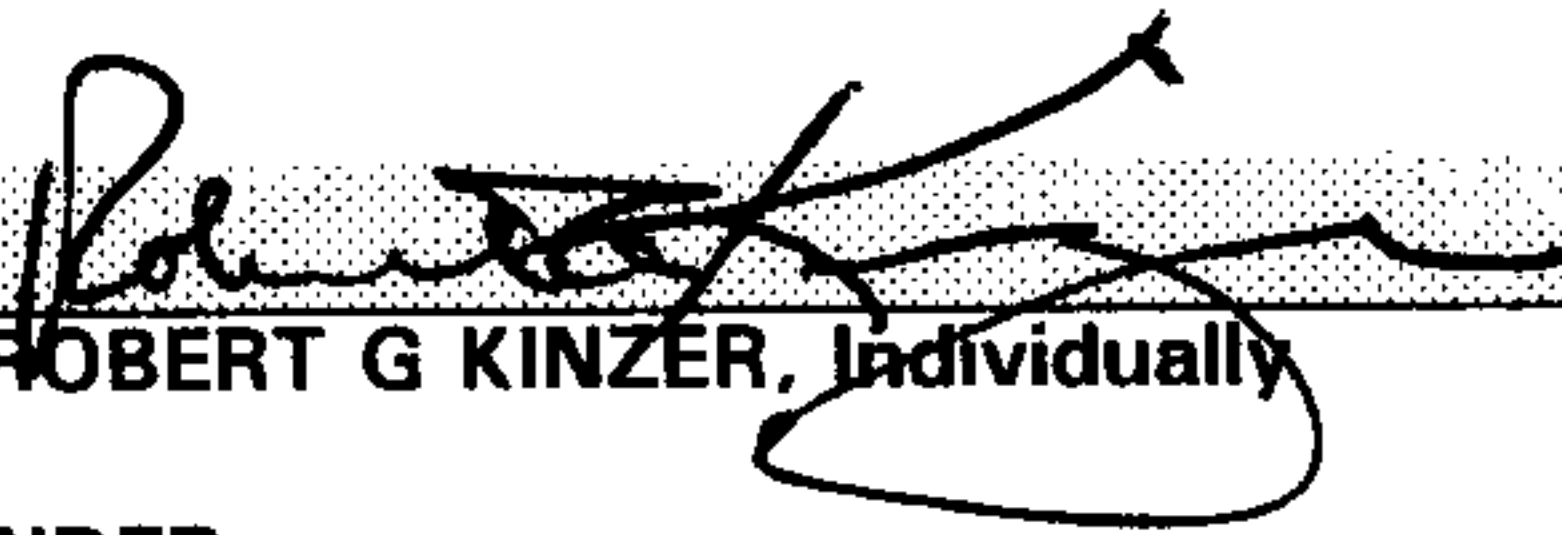
Principal Increase from \$175,000.00 to \$184,000.00.

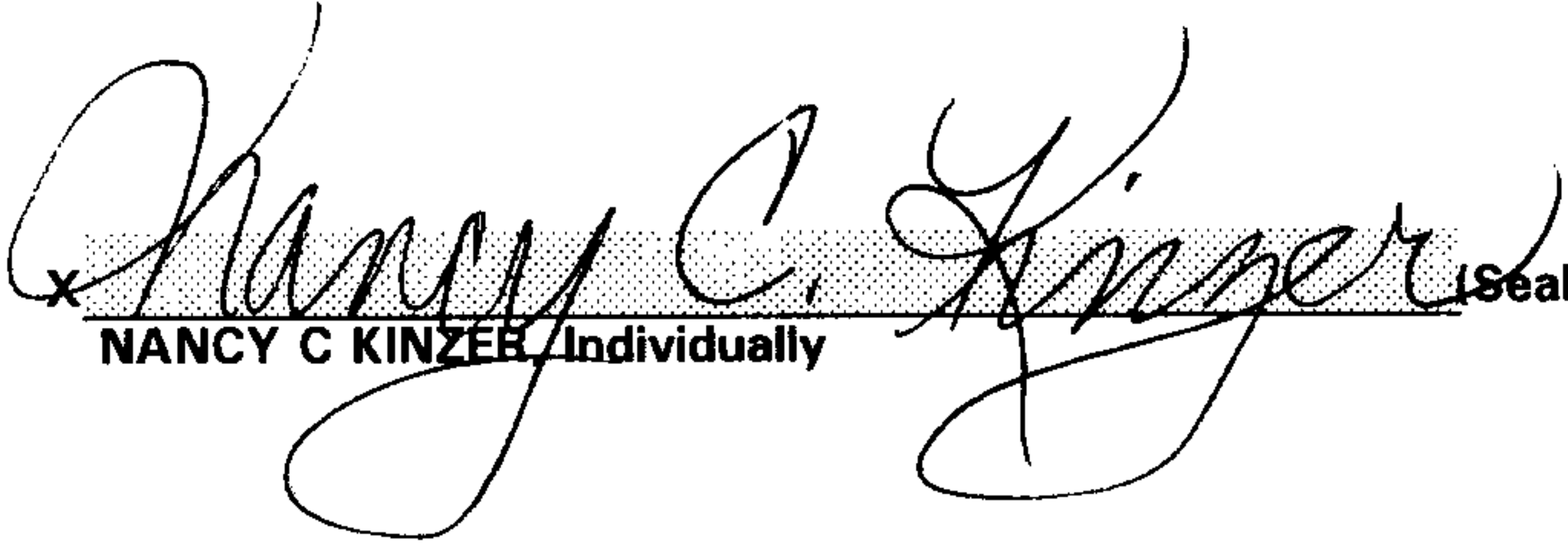
CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right 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 endorers 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 NOVEMBER 22, 2002.

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)
ROBERT G KINZER, Individually

X  (Seal)
NANCY C KINZER, Individually

LENDER:

X _____ (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

Name: LOUISE HOLLAND
Address: P.O. BOX 946
City, State, ZIP: COLUMBIANA, AL 35051

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 ROBERT G KINZER and NANCY C KINZER, 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 22 day of November, 2002
David Humphrey
Notary Public

MY COMMISSION EXPIRES
MAY 2, 2006

My commission expires _____

LENDER ACKNOWLEDGMENT

STATE OF _____)
COUNTY OF _____) SS
)

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 and who is known to me, acknowledged before me on this day that, being informed of the contents of said , 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 _____ day of _____, 20____.

Notary Public

My commission expires _____

EXHIBIT "A"
LEGAL DESCRIPTION

Commence at the NW corner of the SE 1/4 of the SW 1/4 of Section 8, Township 22 South, Range 1 East; thence run Easterly along the north line thereof for 599.34 feet to the Point of Beginning; thence continue last described course for 156.0 feet; thence 78 degrees 39 minutes right run Southeasterly for 595.75 feet to the north R/W line of Shelby County Highway 42; thence 88 degrees 58 minutes 47 seconds right to chord of a curve concaved left (having a radius of 1206.88 and a central of 7 degrees 15 minutes 48 seconds); thence run Southwesterly along said curve and R/W for 152.89 feet; thence 91 degrees 00 minutes 45 seconds right run Northwesterly for 629.21 feet to the Point of Beginning.

According to the survey of Thomas E. Simmons, LS# 12945, dated May 26, 1995.