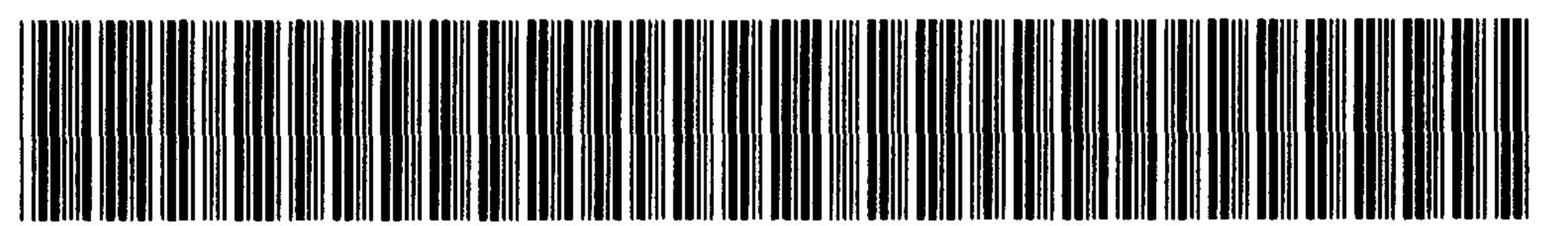


WHEN RECORDED MAIL TO:
REGIONS BANK
SHELBY COUNTY REAL ESTATE
2964 PELHAM PARKWAY
PELHAM, AL 35124

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY



## MODIFICATION OF MORTGAGE



\*DOC48000002907030010092000000\*

THIS MODIFICATION OF MORTGAGE dated September 14, 2005, is made and executed between W A JONES CONSTRUCTION CO., INC.; A CORPORATION (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 March 3, 2005 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED 03/23/2005 INSTRUMENT NUMBER 2005/130610, SHELBY COUNTY, ALABAMA.

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

LOT 39, ACCORDING TO THE SURVEY OF CEDAR GROVE AT STERLING GATE, SECTOR 2, PHASE 9, AS RECORDED IN MAP BOOK 34, PAGE 96, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

The Real Property or its address is commonly known as LOT 39 CEDAR GROVE PARKWAY, ALABASTER, AL 35007.

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

NOTE IN THE PRINCIPAL AMOUNT OF \$205,500.00, REPRESENTING NEW MONEY OF \$9,000.00, DUE 09/14/2006.

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 SEPTEMBER 14, 2005.

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.

This Modification of Mortgage prepared by:

Name: DONNA SCHMIDT

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

STATE OF

COUNTY OF

My commission expires

.

## MODIFICATION OF MORTGAGE (Continued)

CORPORATE ACKNOWLEDGMENT Alabama STATE OF SS She1by COUNTY OF I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that WILLIAM ARNOLD JONES JR, President of W A JONES CONSTRUCTION CO., INC., a corporation, 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 said Modification of Mortgage, 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 14th September DOROTHY S. RICE HOTARY PUBLIC My commission expires AMAGAMA COMM. EXP. 11-21-2006 LENDER ACKNOWLEDGMENT

LASER PRO Lending, Ver. 5.25.20.303 Copr. Harland Financial Solutions, Inc. 1997, 2005. All Rights Reserved. AL R:\CF(\LPL\G201.FC TR-123578 PR-BRO1

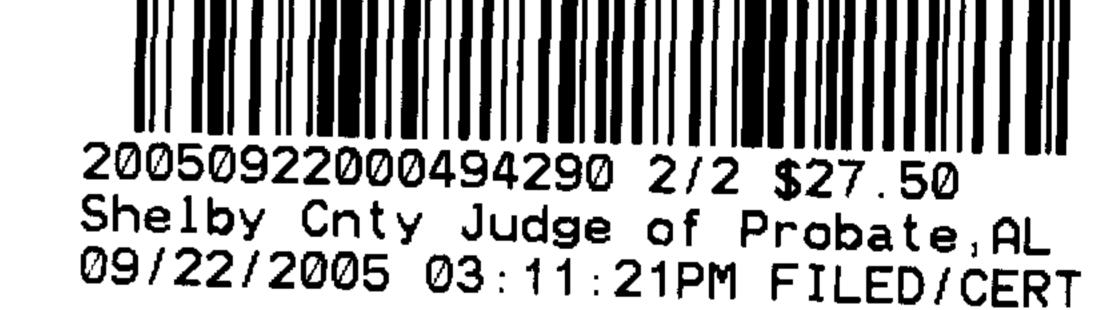
SS

acknowledged before me on this day that, being informed of the contents of said Modification of Mortgage, he or she, as such officer and with

Given under my hand and official seal this \_\_\_\_\_\_ day of \_\_\_\_\_\_, 20\_\_\_\_\_, 20\_\_\_\_\_,

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that

full authority, executed the same voluntarily for and as the act of said corporation.



a corporation, is signed to the foregoing Modification and who is known to me,

**Notary Public**