


Prepared By:
Paden and Paden Attorneys
5 Riverchase Ridge
Suite 100
Birmingham, AL 35244


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Shelby Cnty Judge of Probate, AL
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MODIFICATION TO DEED OF TRUST AND PARTIAL RELEASE

This Modification to Deed of Trust and Partial Release ("Modification"), is made this 11th day of December 2007 among Mortgage Electronic Registration Systems, Inc. ("Beneficiary"), and Jon Foster Curren and Teresa Malone Curren, husband and wife ("Borrower(s)") (collectively referred to herein as the "parties").

RECITALS

This Modification is made with reference to the following facts:

A. The Borrower(s) made, executed, and delivered to The Prime Financial Group, Inc. ("Lender") and Beneficiary, that certain Deed of Trust dated 2/16/2005, and recorded on 3/1/2005, in Instrument number 20050301000094820, in the Official Records in the Office of the County Recorder of Shelby County, State of Alabama ("Deed of Trust"), securing a Note dated 2/16/2005, in the principal amount of One Hundred Thirty Five Thousand Dollars and 00/100 (\$135,000.00) in favor of the Beneficiary and legally describing the real property as follows:

Exhibit "A"

B. The purpose of this Modification is to correct the legal description. At the time the above referenced Deed of Trust was recorded an incorrect legal description was inadvertently contained therein.

TERMS OF MODIFICATION

1. For value received, the parties hereto do hereby modify said Deed of Trust to provide that the legal description therein shall be as follows ("Secured Property"):

CORRECT LEGAL exhibit B

2. The Borrower(s) do(es) hereby mortgage, grant and convey the Secured Property to Beneficiary under the Deed of Trust together with power of sale subject to each and all of the terms and conditions of the Deed of Trust, including this Modification thereto.

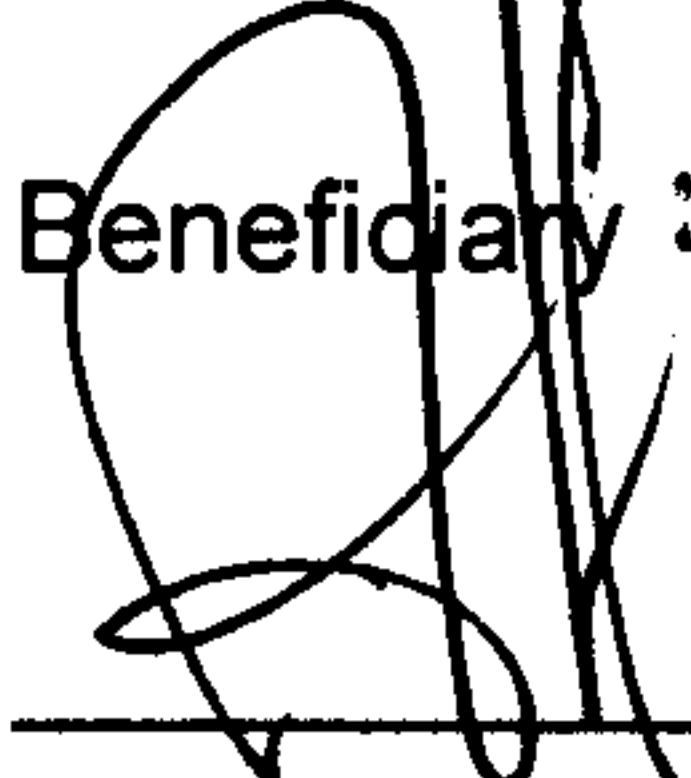
3. The Borrower(s) and the Beneficiary do(es) hereby release without warranty to the person or persons legally entitled thereto, all the estate in and to any portion of the legal description first described hereinabove, which is not included within the description to the Secured Property.



4. The terms of the Deed of Trust, which are incorporated herein by reference, shall remain in full force and effect and be binding thereon to the extent they are not inconsistent with the provisions of this Modification. In the event of any inconsistency between the provisions of this Modification and the original Deed of Trust, the provisions of this Modification shall control. The Deed of Trust, herein modified, when signed by all parties hereto, shall constitute one Deed of Trust.

5. This Modification shall inure to and bind the heirs, devisees, successors and assigns of the parties hereto.

6. This Modification may be executed in counterparts, but shall be of no force and effect unless and until all parties to this Modification have duly executed this document.

IN WITNESS WHEREOF, the parties hereto have executed this Modification the day and year first above written.

Beneficiary: Mortgage Electronic Registration
Systems, Inc

Allen Kalust
1st Vice President


Jon Foster Curren, Borrower

Teresa Malone Curren, Borrower

(ALL SIGNATURES MUST BE ACKNOWLEDGED)

CERTIFICATE OF ACKNOWLEDGMENT

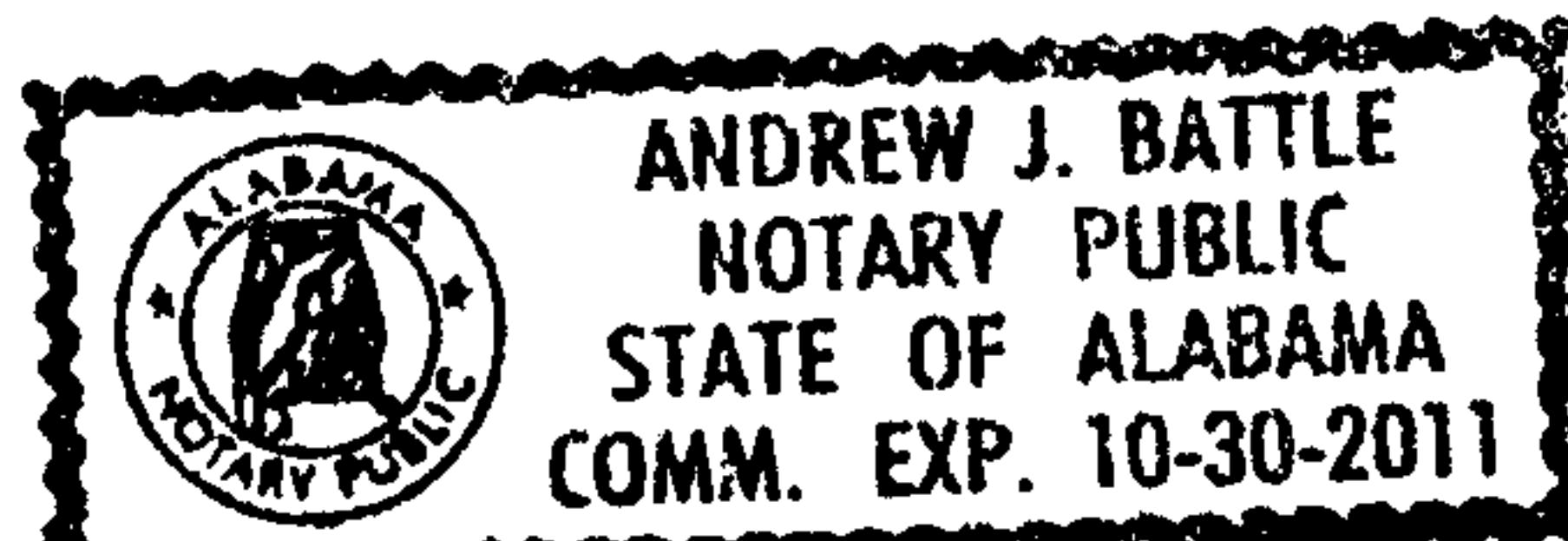
STATE OF Alabama)
)
COUNTY OF Shelby) SS.

On this 7th day of January, 2009, before me,
Jan Foster Curren Andrew J Battle, Notary Public,
personally appeared Jan Foster Curren,
personally known to me (or proved to me on the basis of satisfactory evidence) to be
the person(s) whose name(s) is/are subscribed to the within instrument and
acknowledged to me that he/she/they executed the same in his/her/their authorized
capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or
the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Andrew J Battle

Notary Public - Commission No.:
Commission Expires:



CERTIFICATE OF ACKNOWLEDGMENT

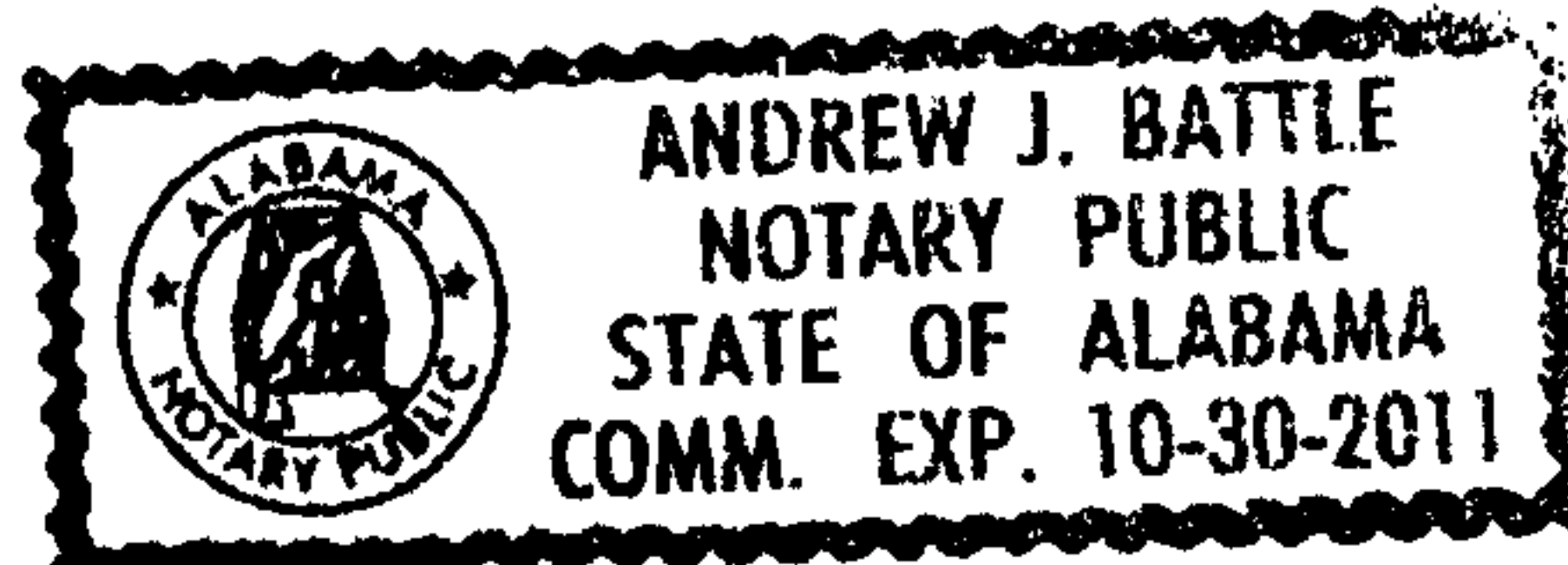
STATE OF Alabama)
)
COUNTY OF Shelby) SS.

On this 7th day of January, 2009, before me,
Andrew J Battle, Notary Public,
personally appeared Teresa Malone Curren,
personally known to me (or proved to me on the basis of satisfactory evidence) to be
the person(s) whose name(s) is/are subscribed to the within instrument and
acknowledged to me that he/she/they executed the same in his/her/their authorized
capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or
the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Andrew J Battle

Notary Public - Commission No.:
Commission Expires:

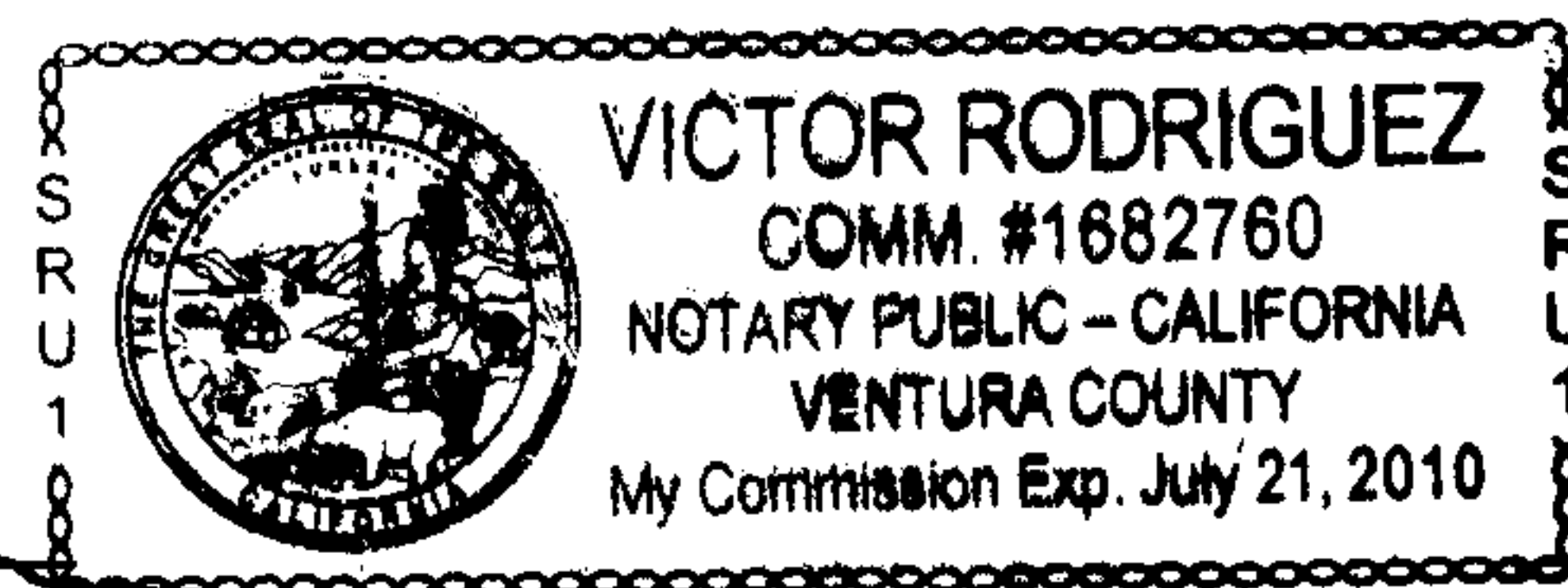
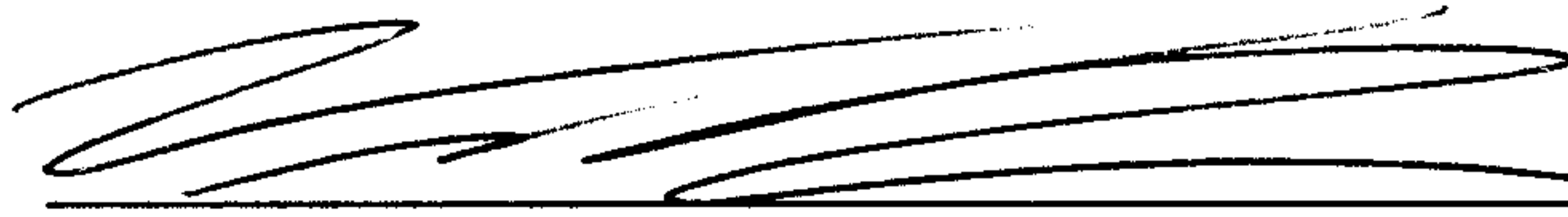


CERTIFICATE OF ACKNOWLEDGMENT

STATE OF California)
COUNTY OF Ventura) SS.

On this 11th day of, December, 2007, before me, A Notary Public, personally appeared Allen Kalost, personally known to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



Notary Public - Commission No 1682760
Commission Expires: July 21, 2010

TYPE OF DOCUMENT:

Modification to Deed of Trust and
Partial Release

DOCUMENT DATE:

December 11th, 2007



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Exhibit "A"

COMMENCING AT THE NORTHEAST CORNER OF SECTION 30, TOWNSHIP 19 SOUTH, RANGE 1 EAST, SHELBY COUNTY, ALABAMA: thence North 89 degrees 38 minutes 30 seconds West along the Northern boundary line of said Section 30 for a distance of 1696.78 feet; thence South 0 degrees 00 minutes 00 seconds East, a distance of 508.39 feet for the POINT OF BEGINNING; thence South 87 degrees 36 minutes 50 seconds West a distance 446.50 feet; thence South 26 degrees 55 minutes 50 seconds East, a distance of 386.70 feet; thence South 82 degrees 08 minutes 08 seconds East, a distance of 109.99 feet; thence North 72 degrees 07 minutes 02 seconds East, a distance of 157.88 feet; thence North 47 degrees 03 minutes 26 seconds East, a distance of 116.43 feet; thence North 22 degrees 34 minutes 49 seconds East, a distance of 129.93 feet; thence North 43 degrees 21 minutes 26 seconds West, a distance 179.66 feet to the POINT OF BEGINNING.

Exhibit "B"

COMMENCE AT THE NORTHEAST CORNER OF SECTION 30 TOWNSHIP 19 SOUTH RANGE 1 EAST, SHELBY COUNTY, ALABAMA: Thence North 89 degrees 38 minutes 30 seconds West 1696.78 feet; thence South 00 degrees 00 minutes 00 seconds East 508.99 feet to the POINT OF BEGINNING; thence South 36 degrees 42 minutes 50 seconds West 453.27 feet to the centerline of a 50 foot easement; thence along said centerline for the following calls, South 82 degrees 08 minutes 08 seconds East, 109.99 feet; thence North 72 degrees 07 minutes 02 seconds East, 157.88 feet; thence North 47 degrees 03 minutes 26 seconds East, 116.43 feet; thence North 22 degrees 34 minutes 49 seconds East, 129.93 feet; thence leaving said centerline of said easement North 43 degrees 21 minutes 32 seconds West, 179.67 feet to the POINT OF BEGINNING of said parcel, SITUATED IN SHELBY COUNTY, ALABAMA.

EASEMENT A, 50 FOOT EASEMENT FOR INGRESS EGRESS AND UTILITIES
Commencing at the Northeast Corner of Section 30 Township 19 South Range 1 East; thence North 89 degrees 38 minutes 30 seconds West, a distance of 1330.88 feet; thence South 0 degrees 01 minute 04 seconds East, a distance of 628.88 feet; thence South 89 degrees 58 minutes 56 seconds West, a distance of 150.00 feet; thence North 0 degrees 01 minute 07 seconds West, a distance of 28.64 feet to the Point of Beginning of the centerline of a 50 foot wide easement for ingress, egress and utilities, thence South 68 degrees 32 minutes 37 seconds West, a distance of 99.64 feet; thence South 22 degrees 34 minutes 49 seconds West, a distance of 129.93 feet; thence South 47 degrees 03 minutes 26 seconds West a distance of 116.43 feet; thence South 72 degrees 07 minutes 02 seconds West, a distance of 157.88 feet; thence North 82 degrees 08 minutes 08 seconds West, a distance of 109.99 feet; thence South 1 degree 08 minutes 40 seconds West, a distance of 381.60 feet to the North right of way line of Shelby County Road No. 280 and the Point of Ending.

EASEMENT B, 50 FOOT EASEMENT FOR INGRESS EGRESS AND UTILITIES
Commencing at the Northeast Corner of Section 30 Township 19 South Range 1 East; thence North 89 degrees 38 minutes 30 seconds West, a distance of 1330.88 feet; thence South 0 degrees 1 minute 04 seconds East, a distance of 628.88 feet; thence South 89 degrees 58 minutes 56 seconds West, a distance of 150.00 feet; thence North 0 degrees 01 minute 04 seconds West, a distance of 28.64 feet; thence South 68 degrees 32 minutes 39 seconds West, a distance of 99.64 feet; thence South 22 degrees 34 minutes 49 seconds West, 129.93 feet; thence South 47 degrees 03 minutes 26 seconds West, a distance of 116.43 feet; thence South 72 degrees 07 minutes 02 seconds West, a distance of 157.88 feet; thence North 82 degrees 08 minutes 08 seconds West a distance of 109.99 feet; thence South 1 degree 08 minutes 40 seconds West, a distance of 381.60 feet to the North Right of Way Line of Shelby County Road No. 280 and the Point of Beginning of the centerline of a 50 foot easement for ingress, egress and utilities; thence North 1 degree 08 minutes 40 seconds East, a distance of 381.60 feet; thence North 27 degrees 34 minutes 32 seconds West, a distance of 526.22 feet; thence North 46 degrees 16 minutes 40 seconds East a distance of 94.72 feet to the Point of Ending.