

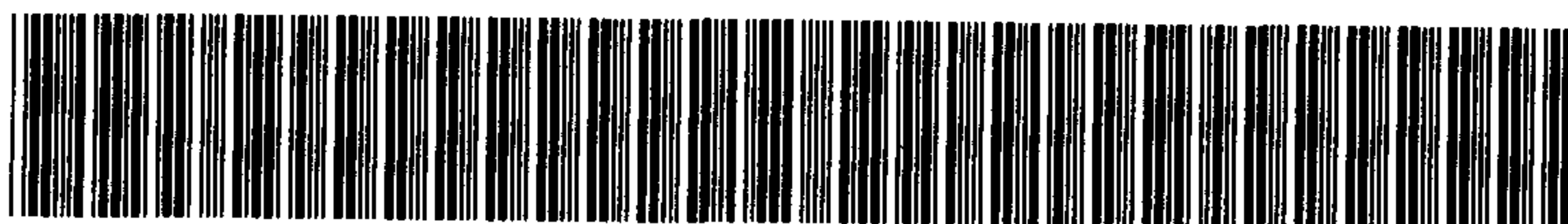
WHEN RECORDED MAIL TO:
REGIONS BANK
COLUMBIANA
P.O. BOX 946
21325 HWY 25
COLUMBIANA, AL 35051

029-0234850-9001

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY



MODIFICATION OF MORTGAGE



DOC48000000002348509001000000

THIS MODIFICATION OF MORTGAGE dated May 28, 2002, is made and executed between JOHN HOWELL CATES, whose address is 355 WASHBOARD DRIVE, COLUMBIANA, AL 35051-0000 and JACKIE H CATES, whose address is 24515 HWY 25, COLUMBIANA, AL 35051-1097; HUSBAND AND WIFE (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 February 11, 1999 (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

recorded on 03/16/1999 in the Office of the Judge of Probate in Inst.#1999-10953 .

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

See Exhibit "A", which is attached to this Modification and made a part of this Modification as if fully set forth herein.

The Real Property or its address is commonly known as 355 WASHBOARD DRIVE, COLUMBIANA, AL 35051-0000.

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

Increasing the principal amount from \$32,820.80 to \$34,573.02.

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 MAY 28, 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.

This Notice is required by Alabama law. In this Notice the term "you" means the Grantor named above.

CAUTION - - IT IS IMPORTANT THAT YOU THOROUGHLY READ THE CONTENTS OF THIS CONTRACT BEFORE YOU SIGN IT.

GRANTOR:

 (Seal)
JOHN HOWELL CATES, Individually

LENDER:

X _____ (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

Name: Billy Jones
Address: P.O. BOX 946
City, State, ZIP: COLUMBIANA, AL 35051

MODIFICATION OF MORTGAGE
(Continued)

Loan No: 02348509001

Page 2

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Alabama)
) SS
COUNTY OF Shelby)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **JOHN HOWELL CATES, HUSBAND AND WIFE**, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said Modification, he or she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 28 day of May, 2005
[Signature]
Notary Public

MY COMMISSION EXPIRES
MAY 2, 2006

My commission expires _____

LENDER ACKNOWLEDGMENT

STATE OF _____)
) SS
COUNTY OF _____)

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 _____

SCHEDULE A CONTINUED

LEGAL DESCRIPTION

Commence at the Southeast corner of the SW 1/4 of the SW 1/4 of Section 19, Township 21 South, Range 1 East; thence run West along the South line of said 1/4-1/4 Section a distance of 312.29 feet to the point of beginning; thence turn an angle of 43 degrees 30 minutes 23 seconds to the right and run a distance of 87.15 feet; thence turn an angle of 46 degrees 29 minutes 35 seconds to the left and run a distance of 147.12 feet; thence turn an angle of 113 degrees 15 minutes to the right and run a distance of 227.00 feet; thence turn an angle of 65 degrees 31 minutes 36 seconds to the right and run a distance of 194.67 feet; thence turn an angle of 111 degrees 13 minutes 24 seconds to the right and run a distance of 209.17 feet; thence turn an angle of 66 degrees 29 minutes 37 seconds to the left and run a distance of 50.74 feet to a point on the Northwest margin of a 60.00 foot road easement; thence turn an angle of 90 degrees 00 minutes to the right and run a distance of 56.95 feet to the point of beginning. Situated in the SW 1/4 of SW 1/4 of section 18, Township 21 South, Range 1 East, Huntsville Meridian, Shelby County, Alabama.