

WHEN RECORDED MAIL TO:
REGIONS BANK
CORPORATE LOANS
417 NORTH 20TH STREET
BIRMINGHAM, AL 35203

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY



MODIFICATION OF MORTGAGE



DOC48000300000030240884000000

THIS MODIFICATION OF MORTGAGE dated December 3, 2002, is made and executed between ROBERT R GILLESPIE, whose address is 1102 EAGLE DR, MAYLENE, AL 35114-5849 and MONICA S GILLESPIE, whose address is 1102 EAGLE DR, MAYLENE, AL 35114-5849; HUSBAND AND WIFE (referred to below as "Grantor") and REGIONS BANK, whose address is 417 NORTH 20TH STREET, BIRMINGHAM, AL 35203 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated November 21, 2001 (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

Original recorded on 11/30/2001 in the Probate Office of Shelby County in Instrument Number 2001-52051.

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

Lot 136, according to the Survey of Corsentino's Addition to Eagle Wood Estates, 4th Sector, 1st Phase, as recorded in Map Book 8, Page 17, in the Probate Office of Shelby County, Alabama.

The Real Property or its address is commonly known as 1102 Eagle Drive, Maylene, AL 351145849.

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

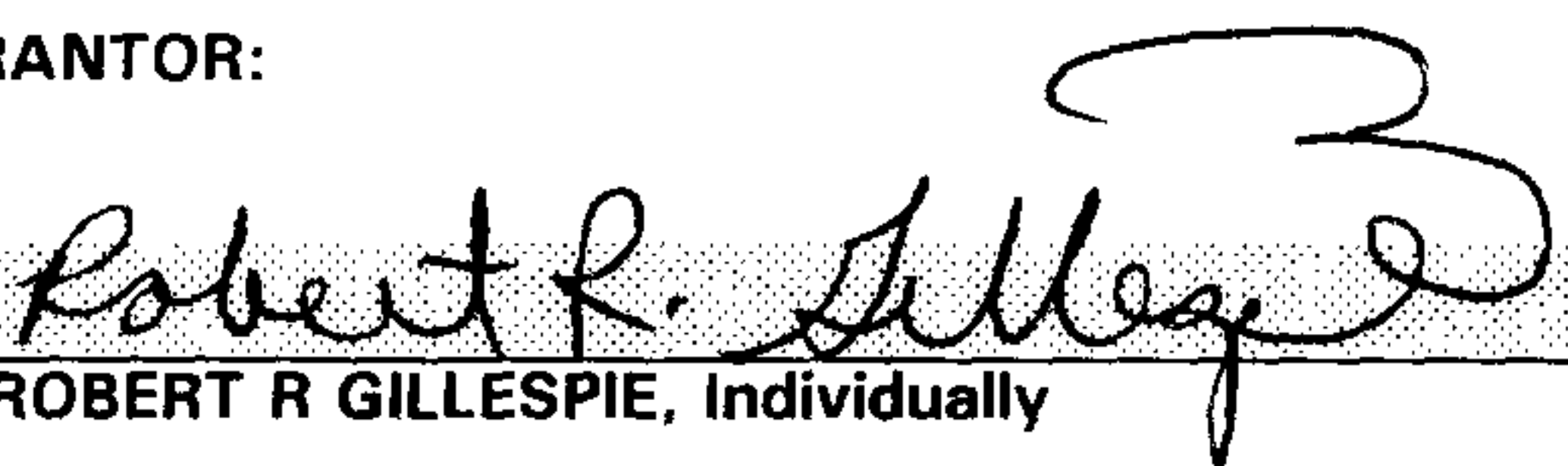
Increase line amount from \$16,500.00 to \$20,000.00.

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 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 DECEMBER 3, 2002.

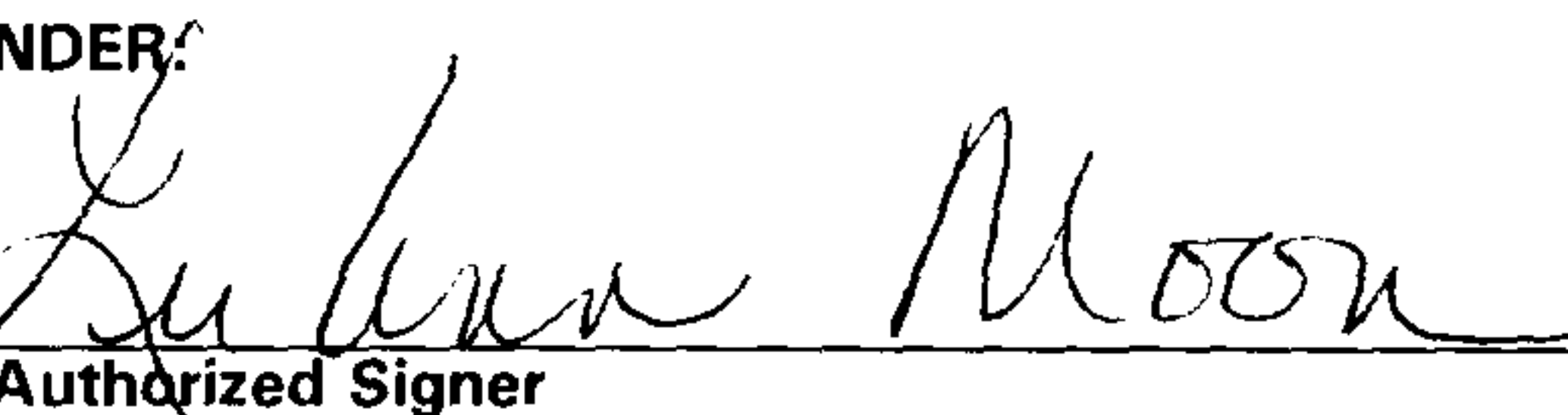
THIS MODIFICATION IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS MODIFICATION IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.

GRANTOR:

x  (Seal)
ROBERT R GILLESPIE, Individually

x  (Seal)
MONICA S GILLESPIE, Individually

LENDER:

x  (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

Name: Tracye Tarver
Address: 417 NORTH 20TH STREET
City, State, ZIP: BIRMINGHAM, AL 35203

MODIFICATION OF MORTGAGE
(Continued)

Loan No: 00300000030240884

20021213000623700 Pg 2/2 19.25
Shelby Cnty Judge of Probate, AL
12/13/2002 11:12:00 FILED/CERTIFIED

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Alabama)
COUNTY OF Jefferson) SS
)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **ROBERT R GILLESPIE and MONICA S GILLESPIE, HUSBAND AND WIFE**, 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 3rd day of December, 2002
May D. Jones
Notary Public

My commission expires May 2, 2005

LENDER ACKNOWLEDGMENT

STATE OF Alabama)
COUNTY OF Jefferson) SS
)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Regions Bank 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 3rd day of December, 2002
Glacy D. Jarmon
Notary Public

My commission expires May 2, 2005