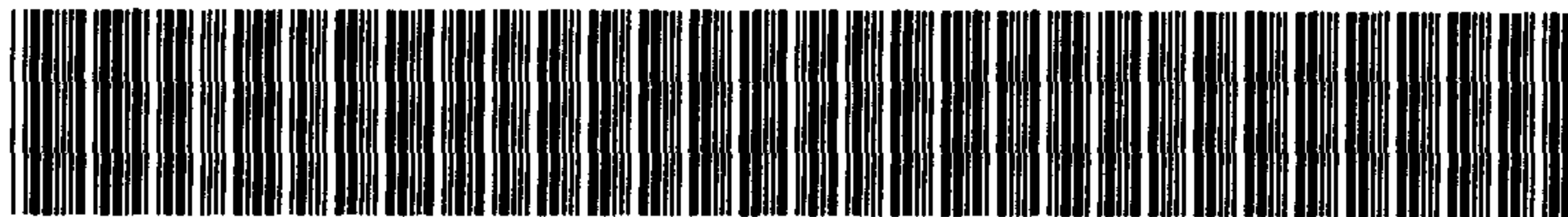


✓
WHEN RECORDED MAIL TO:
REGIONS BANK
MONTEVALLO
910 N. MAIN STREET
MONTEVALLO, AL 35115

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY



MODIFICATION OF MORTGAGE



DOC48002900000290052860000000

THIS MODIFICATION OF MORTGAGE dated January 13, 2003, is made and executed between **TAMARA M HARRIS FRYE**, whose address is 105 TAMMYS MTN, MONTEVALLO, AL 35115-8819; AN UNMARRIED WOMAN (referred to below as "Grantor") and **REGIONS BANK**, whose address is 910 N. MAIN STREET, MONTEVALLO, AL 35115 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated December 12, 2001 (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

recorded on 12/21/2001 in the office of the Judge of Probate, Instrument# 2001-56169.

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 105 Tammy's Mountain, Montevallo, AL 35115.

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

Increase Principal Line Amount from \$10,000.00 to \$35,000.00.

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 JANUARY 13, 2003.

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 Tamara M Harris Frye (Seal)
TAMARA M HARRIS FRYE, Individually

LENDER:

X Karen Murphy (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

Name: Karen Murphy
Address: 910 N. MAIN STREET
City, State, ZIP: MONTEVALLO, AL 35115

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 **TAMARA M HARRIS FRYE, AN UNMARRIED WOMAN**, 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 13 day of January, 2003.

Debra D. Payne
Notary Public

My commission expires _____

LENDER 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 _____ 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"

A portion of land located in the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 10, T-22-S, R-3-W more particularly described as follows:

Begin at the S.W. corner of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 11, T-22-S, R-3-W and run easterly along the south side of the said quarter-quarter for 985.12 ft., then turn an angle of 91 deg 43 min to the left and in a northerly direction 539.37 ft., then turn an angle of 55 deg 18 min 15 sec to the left and run northwesterly for 1676.11 ft. to the point of beginning. Then continue along the last described course for 228.84 ft., then turn an angle of 94 deg 06 min 15 sec to the left and run southwesterly for 164.58 ft., then turn an angle of 96 deg 20 min 45 sec to the left and run southeasterly for 170.99 ft., then turn an angle of 59 deg 22 min 52 sec to the left and run northeasterly for 141.85 ft. back to the point of beginning. The above described parcel contains .67 acres and is a portion of the land described in Deed Book 291, Page 259 as recorded in the Probate Judge Office of Shelby County.

Also included is an easement for access and egress across a portion of land described in Deed Book 291, Page 259 as recorded in the Probate Judge Office of Shelby County, Alabama, more particularly described as follows: Begin at the S.W. corner of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 11, T-22-S, R-3-W and run easterly along the south side of the said quarter-quarter for 985.12 ft., then turn an angle of 91 deg 43 min to the left and run northerly for 539.37 ft., then turn an angle of 55 deg 18 min 15 sec to the left and run northwesterly for 1904.95 ft., then turn an angle of 94 deg 06 min 15 sec to the left and run southwesterly

for 164.58 ft. to the point of beginning of the 20 ft. wide easement hereon described (said point being the southeast corner of said 20 ft. wide easement). Then turn an angle of 94 deg 06 min 15 sec to the right and run northwesterly along the south side of the 20 ft. wide easement for 228.51 ft. more or less to the east right of way of Alabama Highway #119.