

WHEN RECORDED MAIL TO:
REGIONS BANK
PELHAM MAIN OFFICE
2964 PELHAM PARKWAY
PELHAM, AL 35124

029-0313750-9003

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY



MODIFICATION OF MORTGAGE



DOC48000000003137509003000000

THIS MODIFICATION OF MORTGAGE dated January 30, 2003, is made and executed between FLOYD D CROOKS, A Married Man, whose address is 3406 Highway 31 South, PELHAM, AL 35124-0000 and JAMES B MCCORSTIN III, A Married Man, whose address is 151 CHADWICK DR, HELENA, AL 35080-3134 (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 January 14, 1998 (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

Recorded on 01-21-98 in Instrument Number 1998/02078 in The Judge Of Probate.

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 3406 Highway 31 South, Pelham, AL 35124.

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

Increase Mortgage from \$317,719.70 to \$377,212.95.

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 JANUARY 30, 2003.

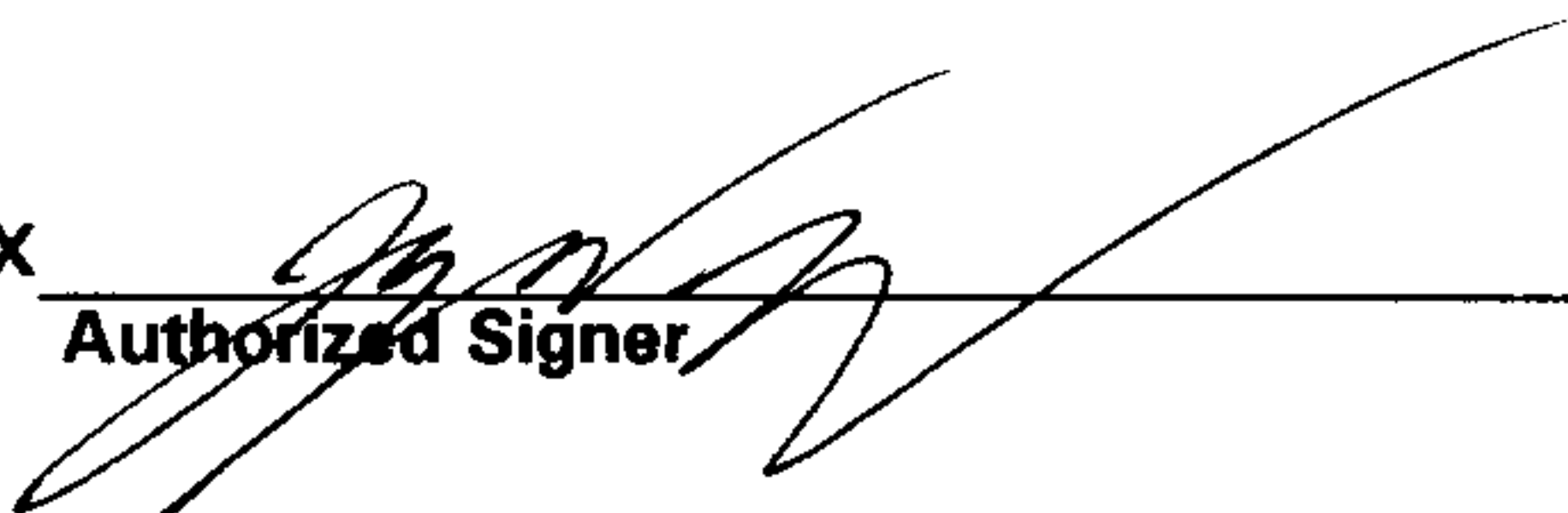
THIS MODIFICATION IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS MODIFICATION IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.

GRANTOR:

X  (Seal)
FLOYD D CROOKS, Individually

X  (Seal)
JAMES B MCCORSTIN III, Individually

LENDER:

X  (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

Name: Dorothy Rice
Address: 2964 PELHAM PARKWAY
City, State, ZIP: PELHAM, AL 35124

MODIFICATION OF MORTGAGE
(Continued)

Loan No: 03137509003

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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 **FLOYD D CROOKS and JAMES B MCCORSTIN III**, 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 30th day of January, 2003.

Dorothy J. Rine
Notary Public

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Nov 21, 2006
BONDED THRU NOTARY PUBLIC UNDERWRITERS

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 _____

20030205000069910 Pg 3/3 106.25
Shelby Cnty Judge of Probate, AL
02/05/2003 08:52:00 FILED/CERTIFIED

EXHIBIT "A"**PARCEL I:**

A parcel of land lying in the SW 1/4 of SW 1/4, Section 24, Township 20 South, Range 3 West, Shelby County, Alabama, more particularly described as follows:

Commence at the SW corner of the SW 1/4 of the SW 1/4 of Section 24, Township 20 South, Range 3 West; thence North 89°55'58" East and along the South line of said 1/4-1/4 a distance of 765.71 feet to the Westerly right of way line of U.S. Highway No. 31 (200 foot right of way); thence North 16°11'23" West a distance of 250.71 feet to the point of beginning of the parcel herein described; thence North 17°14'27" West and along said Westerly right of way a distance of 87.53 feet (87.34 measured); thence South 79°05'33" West a distance of 148.60 feet to the centerline of Old U.S. Highway No. 31; thence South 09°56'11" East a distance of 86.82 feet; thence North 79°05'33" East a distance of 159.71 feet to the point of beginning.

PARCEL II:

A parcel of land lying in the SW 1/4 of SW 1/4, Section 24, Township 20 South, Range 3 West, Shelby County, Alabama, more particularly described as follows:

Commence at the SW corner of the SW 1/4 of the SW 1/4, Section 24, Township 20 South, Range 3 West; thence North 89°55'58" East and along the South line of said 1/4-1/4 a distance of 765.71 feet to the Westerly right of way of U.S. Highway No. 31 (200 foot right of way); thence North 16°11'23" West a distance of 136.71 feet (137.21 measured) to the point of beginning of the parcel herein described; thence continue along the last described course a distance of 114.0 feet; thence South 79°05'33" West a distance of 182.0 feet to the centerline of Old U.S. Highway No. 31; thence South 09°56'11" East a distance of 110.62 feet; thence North 80°03'38" East a distance of 172.10 feet to the point of beginning.

PARCEL III:

Lot 9, according to the Survey of Keystone Commercial Complex, as recorded in Map Book 21, page 62, in the Probate Office of Shelby County, Alabama.