

WHEN RECORDED MAIL TO:

✓ REGIONS BANK (File)
COLUMBIANA
P.O. BOX 946
21325 HWY 25
COLUMBIANA, AL 35051

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY



MODIFICATION OF MORTGAGE



DOC48002900000290053421000000

THIS MODIFICATION OF MORTGAGE dated February 13, 2003, is made and executed between MANENON AMOS BRASHER JR, whose address is PO BOX 209, MAYLENE, AL 35114-0209 and DIANE BRASHER, whose address is PO BOX 209, MAYLENE, AL 35114-0209; 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 July 23, 2002 (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

Recorded on 08/02/2002 in the Office of the Judge of Probate, Instrument # 20020802000362330.

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 10484 Highway 17, Maylene, AL 35114.

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

Increase Principal from \$20,000.00 to \$45,000.00.

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 FEBRUARY 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  (Seal)
MANENON AMOS BRASHER JR, Individually

x  (Seal)
DIANE BRASHER, Individually

LENDER:

x  (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

Name: Karen Murphy
Address: P.O. BOX 946
City, State, ZIP: COLUMBIANA, AL 35051

MODIFICATION OF MORTGAGE
(Continued)

Loan No: 02900000290053421

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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 **MANENON AMOS BRASHER JR and DIANE BRASHER, 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 13 day of Feb, 2003.

[Signature]
Notary Public

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 _____

DEED DESCRIPTION

A parcel of land containing 0.7 acres, more or less, located in the W $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 11, Township 21 South, Range 3 West, Shelby County, Alabama, described as follows: Commence at the Southeast corner of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of said Section 11; thence run South 71 degrees 25 minutes 17 seconds West a distance of 170.3 feet to an iron pin on the Westerly right-of-way of Shelby County Highway #17 and the point of beginning; thence run South 61 degrees 41 minutes 27 seconds West a distance of 139.8 feet to an iron pin; thence run North 28 degrees 18 minutes 33 seconds West a distance of 105.0 feet to an iron pin; thence run North 56 degrees 31 minutes 35 seconds East a distance of 277.4 feet to an iron pin on the Westerly right-of-way of said highway; thence Southeasterly along said right-of-way a distance of 135 feet to the point of beginning.
Situated in Shelby County, Alabama