

WHEN RECORDED MAIL TO:

REGIONS BANK
COLUMBIANA
P.O. BOX 946
21325 HWY 25
COLUMBIANA, AL 35051

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY



MODIFICATION OF MORTGAGE



DOC48000000002768559001000000

THIS MODIFICATION OF MORTGAGE dated March 6, 2003, is made and executed between **COLUMBIANA PROPERTIES LTD**, whose address is **PO BOX 694, COLUMBIANA, AL 35051-0694** (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 December 10, 2002 (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

Recorded 12-17-2002 in the Office of Judge of Probate, Instrument Number #20021217000629600.

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 211 West College Street, Columbiana, AL 35051.

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

Principal Increase from \$225,000.00 to \$271,969.51.

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 MARCH 6, 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:

COLUMBIANA PROPERTIES LTD

By: William T. Rasco (Seal)
William T Rasco, General Partner of COLUMBIANA
PROPERTIES LTD

LENDER:

X [Signature] (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

Name: Dorothy Rice
Address: P.O. BOX 946
City, State, ZIP: COLUMBIANA, AL 35051

MODIFICATION OF MORTGAGE
(Continued)

Loan No: 02768559001

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PARTNERSHIP 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 **William T Rasco of COLUMBIANA PROPERTIES LTD**, a _____ partnership, is signed to the foregoing Modification and who is known to me, acknowledged before me on this day that, being informed of the contents of said Modification, he or she, as such general partner or designated agent and with full authority, executed the same voluntarily for and as the act of said partnership.

Given under my hand and official seal this 6th day of March, 2003.

Delinda Walker
Notary Public

My commission expires _____

MY COMMISSION EXPIRES MARCH 24, 2004

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 _____

EXHIBIT A

A lot in the West 1/2 of the NE 1/4 of Section 26, Township 21 South, Range 1 West, Shelby County, Alabama, described as follows:

Commence at the Southwest corner of the NW 1/4 of the NE 1/4 of Section 26, Township 21 South, Range 1 West; thence run North along the West line of said 1/4-1/4 Section distance of 215.31 feet to the South right of way line of Alabama Highway No. 70; thence turn an angle of 89 degrees 05 minutes 33 seconds to the right and run along said right of way line a distance of 153.90 feet to the P.C. of a right of way curve; thence continue along said right of way curve (whose Delta angle is 1 degree 13 minutes 16 seconds to the right, Radius is 1931.32 feet, Tangent distance is 20.57 feet, Length of Arc is 41.15 feet) to the P.T. of said right of way curve and the point of beginning; thence turn an angle of 101 degrees 52 minutes 44 seconds to the right from tangent of said curve and run a distance of 191.88 feet; thence turn an angle of 90 degrees 00 minutes to the right and run a distance of 50.00 feet; thence turn an angle of 90 degrees 00 minutes to the left and run a distance of 172.00 feet; thence turn an angle of 90 degrees 00 minutes to the left and run a distance of 50.00 feet; thence turn an angle of 90 degrees 00 minutes to the right and run a distance of 40.00 feet; thence turn an angle of 90 degrees 00 minutes to the left and run a distance of 265.00 feet; thence turn an angle of 90 degrees 00 minutes to the left and run a distance of 40.00 feet; thence turn an angle of 90 degrees 00 minutes to the right and run a distance of 20.00 feet; thence turn an angle of 90 degrees 00 minutes to the left and run a distance of 172.00 feet; thence turn an angle of 90 degrees 00 minutes to the left and run a distance of 20.00 feet; thence turn an angle of 90 degrees 00 minutes to the right and run a distance of 228.67 feet to a point on the South right of way line of Alabama Highway No. 70; thence turn an angle of 93 degrees 56 minutes 08 seconds to the left to the tangent of a right of way curve, and run along said right of way curve (whose Delta Angle is 7 degrees 56 minutes 36 seconds to the left, Radius is 1931.32 feet, Tangent distance is 134.09 feet, Length of Arc is 267.75 feet) to the point of beginning.

Situated in Shelby County, Alabama.

STEWART TITLE*
GUARANTY COMPANY