

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



DOC48002900000290053307000000

THIS MODIFICATION OF MORTGAGE dated March 31, 2003, is made and executed between TERA MARIE MARTIN, whose address is 1523 HWY 30; PO BOX 607, WILSONVILLE, AL 35186-0607 and MICHAEL MARTIN, whose address is 1523 HIGHWAY 30, BIRMINGHAM, AL 35051-0000 (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 November 26, 2002 (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

Recorded 12-26-2002 in the Office of Judge of Probate, Instrument Number 20021226000642610.

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 1523 Highway 30, Wilsonville, AL 35186.

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

Principal Increase from \$24,000.00 to \$33,500.00.

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 endorser 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 31, 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)
TERA MARIE MARTIN, Individually

X  (Seal)
MICHAEL MARTIN, 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

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 TERA MARIE MARTIN and MICHAEL MARTIN, 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 31st day of March, 2007.

Mylin da Shelle
Notary Public

My commission expires 12/31/2010

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 Modification and who is known to me, acknowledged before me on this day that, being informed of the contents of said Modification of Mortgage, 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 _____

A lot in the NE 1/4 of the SE 1/4 of Section 19, Township 21 South, Range 1 East, Shelby County, Alabama, described as follows:

Commence at the NW corner of the NE 1/4 of SE 1/4 of Section 19, Township 21 South, Range 1 East; thence run East along the North line of said quarter-quarter section a distance of 249.0 feet to the point of beginning; thence continue East along the North line of said quarter-quarter section a distance of 609.93 feet; thence turn an angle of 65 degrees 45 minutes to the right and run a distance of 289.06 feet to the North right-of-way line of a county highway; thence turn an angle 85 degrees 48 minutes to the right and run along said right-of-way line a distance of 44.30 feet to the PC of a right-of-way curve; thence continue along said curve (whose delta angle is 3 degrees 25 minutes to the right, radius is 5,686.44 feet, tangent distance is 170.42 feet, length of arc is 339.09 feet); thence turn an angle of 67 degrees 57 minutes to the right of tangent of said curve and run a distance of 280.27 feet; thence turn an angle of 44 degrees 55 minutes to the left and run a distance of 184.00 feet; thence turn an angle of 89 degrees 12 minutes to the right and run a distance of 240.00 feet to the point of beginning; situated in the NE 1/4 of the SE 1/4 of Section 19, Township 21 South, Range 1 East, Shelby County, Alabama, according to the survey of Frank W. Wheeler, Registered Land Surveyor, dated November 24, 1969.