

WHEN RECORDED MAIL TO:

REGIONS BANK
PELHAM MAIN OFFICE
2964 PELHAM PARKWAY
PELHAM, AL 35124

029-0053036

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY



MODIFICATION OF MORTGAGE



DOC48002900000290053036000000

THIS MODIFICATION OF MORTGAGE dated May 20, 2003, is made and executed between Richard Steven Harless, whose address is 2474 Smokey Road, Alabaster, AL 35007-0000 and HATTIE HARLESS, whose address is 2474 SMOKEY RD, ALABASTER, AL 35007-5032; HUSBAND AND WIFE (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 May 1, 2002 (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

Recorded 05-15-2002 in the Office of Judge of Probate, Instrument Number 2002051500022.

REAL PROPERTY DESCRIPTION. The Mortgage covers the following described real property located in Shelby County, State of Alabama:

Real estate

The Real Property or its address is commonly known as 2474 Smokey Road, Alabaster, AL 35007.

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

Principal Increase from \$100,000.00 to \$177,000.00.

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 MAY 20, 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)
Richard Steven Harless, Individually

X  (Seal)
HATTIE HARLESS, Individually

LENDER:

X _____ (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

Name: Louise Holland
Address: 2964 PELHAM PARKWAY
City, State, ZIP: PELHAM, AL 35124

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Alabama)
) SS
COUNTY OF Shelby)

20030604000346440 Pg 2/2 129.50
Shelby Cnty Judge of Probate,AL
06/04/2003 11:00:00 FILED/CERTIFIED

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **Richard Steven Harless and HATTIE HARLESS, 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 20 day of May, 2003.
Lamin D. Halland
Notary Public

My commission expires 2-25-2005

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 _____

EXHIBIT "A"

Commence at the NE corner of Section 25, Township 21 South, Range 3 West, and run South along the East line of said Section a distance of 1328.00 feet; thence turn an angle of 94 deg. 20 min. to the right and run a distance of 1316.20 feet; thence turn an angle of 94 deg. 20 min. to the left and run a distance of 109.76 feet; thence turn an angle of 93 deg. 48 min. to the right and run a distance of 1331.60 feet, more or less, to the West right of way line of Smokry Road; thence turn an angle of 85 deg. 45 min. to the left and run South along the West right of way line of Smokry Road, a distance of 173.29 feet to the point of beginning; thence continue South along the West right of way line of Smokry Road, a distance of 175.00 feet; thence turn an angle of 85 deg. 45 min. to the right and run a distance of 250.00 feet; thence turn an angle of 94 deg. 15 min. to the right and run a distance of 175.00 feet; thence turn an angle of 85 deg. 15 min. to the right and run a distance of 250.00 feet to the point of beginning; being situated in the SE 1/4 of the NW 1/4 of Section 25, Township 21 South, Range 3 West, Shelby County, Alabama.