

WHEN RECORDED MAIL TO:

Regions Loan Servicing Release
P O Box 4897
Montgomery, AL 36103

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY



MODIFICATION OF MORTGAGE



DOC48002900000290053715000000

THIS MODIFICATION OF MORTGAGE dated May 30, 2003, is made and executed between GRADY B NICHOLS, whose address is 400 KIOWA ST, MONTEVALLO, AL 35115-3671 and SUZANNE H NICHOLS, whose address is 400 KIOWA ST, MONTEVALLO, AL 35115-3671; HUSBAND AND WIFE (referred to below as "Grantor") and REGIONS BANK, whose address is 910 N. MAIN STREET, MONTEVALLO, AL 35115 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated February 3, 1987 (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

Recorded date 02/11/1987 in Book #114 Page #562 with the Judge of Probate Office.

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 400 Kiowa Street, Montevallo, AL 35115.

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

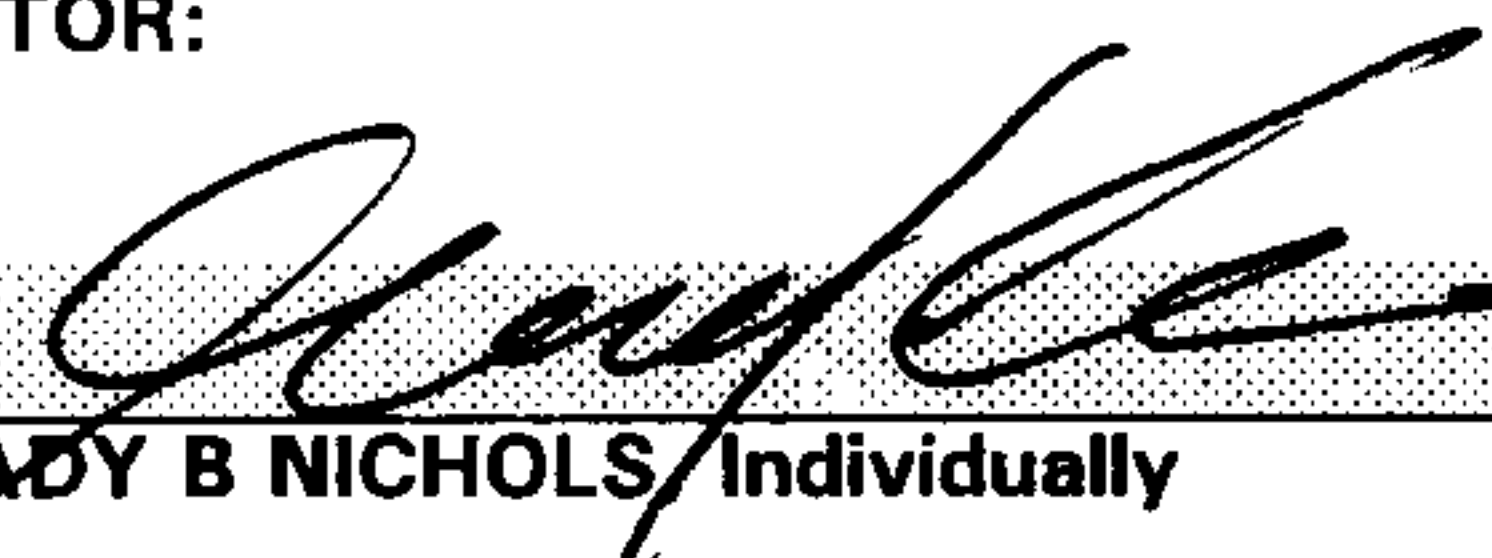
Principal increase from \$50,000.00 to \$320,000.00 and extended maturity date to 05/30/2008.

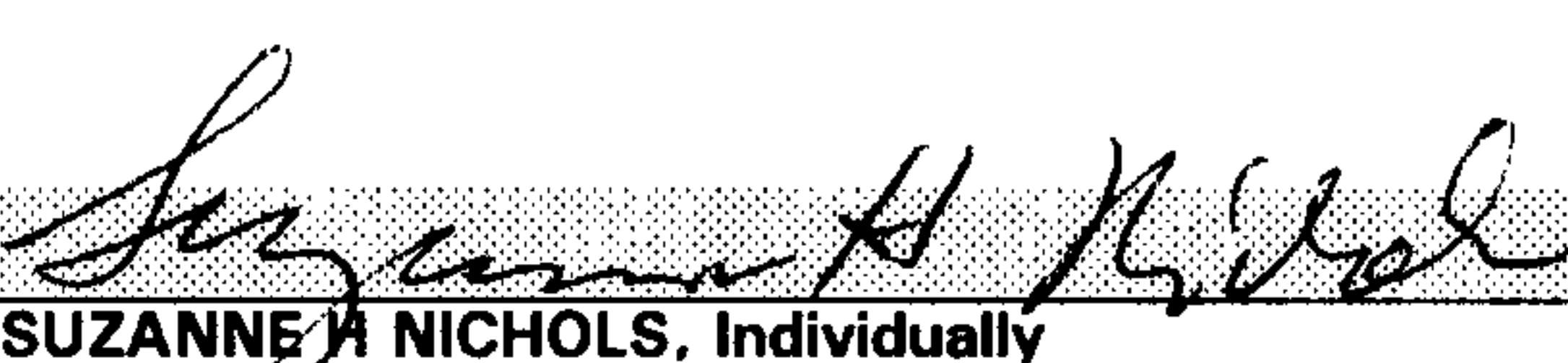
CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right 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 MAY 30, 2003.

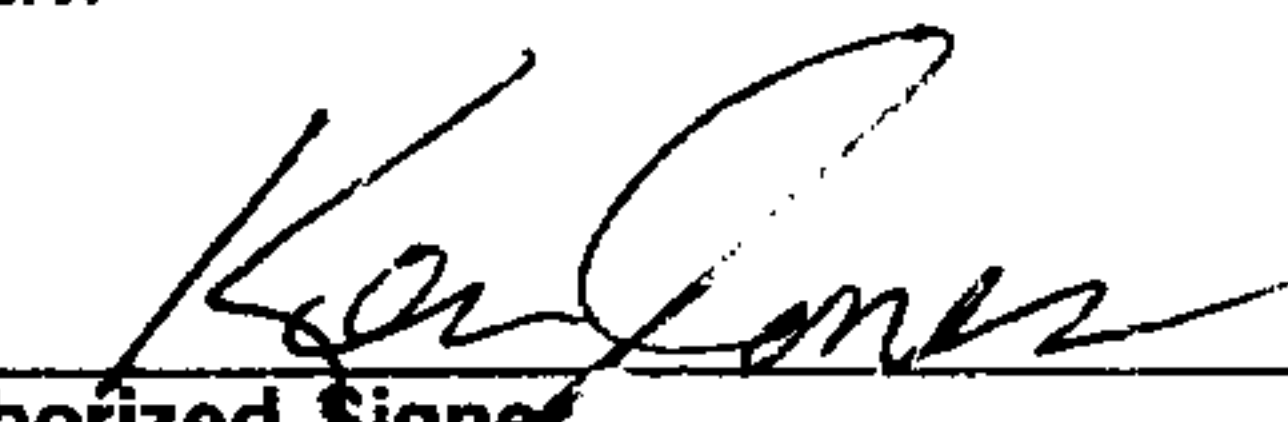
THIS MODIFICATION IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS MODIFICATION IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.

GRANTOR:

X  (Seal)
GRADY B NICHOLS, Individually

X  (Seal)
SUZANNE H NICHOLS, Individually

LENDER:

X  (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

Name: Karen Murphy
Address: 910 N. MAIN STREET
City, State, ZIP: MONTEVALLO, AL 35115

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 **GRADY B NICHOLS and SUZANNE H NICHOLS, 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 30 day of May, 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 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 _____

SCHEDULE A, CONTINUED
LEGAL DESCRIPTION

PARCEL I:

A parcel of land in the SE 1/4 of the SE 1/4 of Section 16, Township 22 South, Range 3 West, Shelby County, Alabama, described as follows:

Commence at the SE corner of Section 16 and go West along the South boundary of said Section for 646.84 feet; thence North 01 degrees 46 minutes West for 959.54 feet to the point of beginning; thence South 81 degrees 15 minutes 30 seconds West for 408.68 feet; thence South 46 degrees 03 minutes 00 seconds West for 71.19 feet; thence South 60 degrees 16 minutes 42 seconds East for 291.85 feet; thence South 20 degrees 56 minutes 30 seconds East for 115.00 feet to the center of an unnamed and undeveloped road; thence South 74 degrees 34 minutes 50 seconds East for 30.61 feet to the Northwest corner of Lot 102 of the Third Addition to Indian Highlands as recorded in Map Book 6, Page 28, in the Probate Office of Shelby County; thence North 69 degrees 32 minutes 00 seconds East along the Northerly boundary of Lot 102 for 155.49 feet to the Northeast corner of Lot 102 and the West boundary of Lot 101; thence North 14 degrees 00 minutes 00 seconds West along the West boundary of Lot 101 for 26.11 feet; thence North 01 degrees 37 minutes 00 seconds West for 292.16 feet to the point of beginning.

Situated in Shelby County, Alabama.

PARCEL II:

A parcel of land situated in the SE 1/4 of Section 16, Township 22 South, Range 3 West, described as follows:

Commence at the SE corner of Section 16, and go North 1 degrees 5 minutes West along the East boundary of said Section a distance of 670.35 feet; thence to the left at an angle of 88 degrees 55 minutes 156.67 feet to the point of beginning; thence continue West along this line for 500 feet; thence North 1 degrees 46 minutes West for 631.70 feet; thence North 54 degrees 09 minutes East for 289.09 feet; thence South 70 degrees 15 minutes East for 150.28 feet; thence South 27 degrees 20 minutes West for 165.34 feet; thence South 55 degrees 16 minutes East for 124.75 feet; thence South 11 degrees 39 minutes East for 441.30 feet; thence run East and parallel with the South line of the property herein conveyed a distance of 25 feet; thence South 1 degrees 21 minutes East a distance of 100 feet to the point of beginning.