

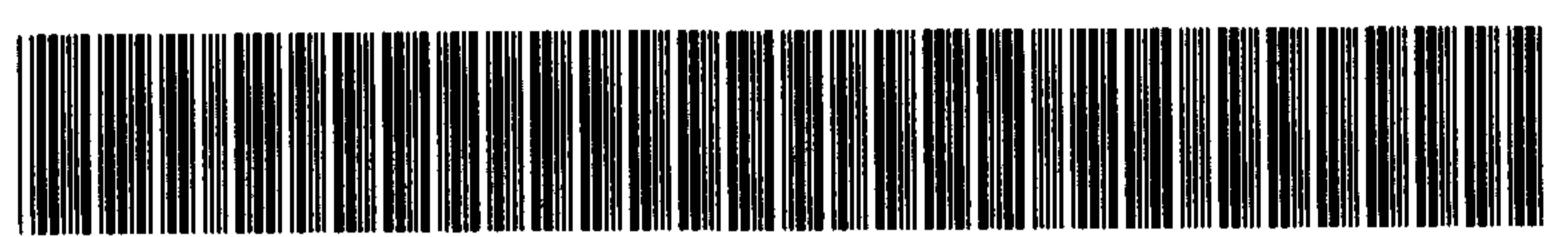
WHEN RECORDED MAIL TO:

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

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MODIFICATION OF MORTGAGE



DOC48002900000290053763000000

THIS MODIFICATION OF MORTGAGE dated June 25, 2003, is made and executed between MILTON K RUSTON, whose address is 2161 HIGHWAY 28, COLUMBIANA, AL 35051-4954 and BARBARA A RUSTON, whose address is 2161 HIGHWAY 28, COLUMBIANA, AL 35051-4954; 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 September 4, 1997 (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

Recorded date 09/09/1997 in Instrument #199729072 with the Judge of Probate Office.

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 2161 Hwy 28, Columbiana, AL 35051.

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

Principal decrease from 60,000.00 to \$28,000.00.

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 JUNE 25, 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.

X Multan K Ruston (Seal) X Barbara A Ruston, Individually

LENDER:

X Authorized Signer

This Modification of Mortgage prepared by:

Name: Karen Murphy Address: P.O. BOX 946

City, State, ZIP: COLUMBIANA, AL 35051

E)

Loan No: 02900000290053763

MODIFICATION OF MORTGAGE (Continued)

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A INDIVIDUA	AL ACKNOWLE	DGMENT
STATE OF HOLDS AND THE STATE OF THE	}	
COUNTY OF) SS	
I, the undersigned authority, a Notary Public in and for said RUSTON, HUSBAND AND WIFE, whose names are signed to this day that, being informed of the contents of said Modification	the foregoing instrumer	nt, and who are known to me, acknowledged before me on
Given under my hand and official seal this	day of	Monaly Knust
My commission expires MY COMMISSION EXPIRES MAY 2, 2006		Notary Public
LENDER ACKNOWLEDGMENT		
STATE OF)	
) SS	
COUNTY OF)	
I, the undersigned authority, a Notary Public in and for said cot		by certify that
acknowledged before me on this day that, being informed of t full authority, executed the same voluntarily for and as the act	he contents of said Mo	dification of Mortgage, he or she, as such officer and with
Given under my hand and official seal this	day of	, 20
		Notary Public
My commission expires		

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Shelby County, State of Alabama, vir.

Commence at the NE corner of the SW 1 of the SE 1 of Section 30, Townshi, 21

South, Range 1 East; thence run West along the North line of said 1-1 for 73.06

feet to the point of beginning; thence continue last described course for 72.94 feet;

thence 48 degrees 36 minutes left run 480.51 feet to the Northerly right of way of

Shelby County Bighway #28; thence 90 degrees 00 minutes left run Southeasterly along

said right of way for 120.79 feet th the Northerly right of way old Lower Kingdom

Road; thence 20 degrees 33 minutes left run Southeasterly along said right of way for

250.84 feet to a curve to the left; thence 5 degrees 22 minutes left run along the

cord of said curve and right of way for 80.00 feet; thence 106 degrees 40 minutes

left run Northerly 551.07 feet to the point of beginning.

According to survey of Thomas E. Simmons, RLS #12945, dated May 16, 1991.

Situated in Shelby County, Alabama.