

WHEN RECORDED MAIL TO:
Regions Loan Servicing Release
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Montgomery, AL 36103

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MODIFICATION OF MORTGAGE



DOC48000300000030259472000000

THIS MODIFICATION OF MORTGAGE dated July 21, 2003, is made and executed between **ROBERT G ROSSER SR**, whose address is 1000 VENTURA RD, COLUMBIANA, AL 35051-0000 and **ROBIN H ROSSER**, whose address is 1000 VENTURA RD, COLUMBIANA, AL 35051-0000; HUSBAND AND WIFE (referred to below as "Grantor") and **REGIONS BANK**, whose address is 417 NORTH 20TH STREET, BIRMINGHAM, AL 35203 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated August 6, 1998 (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

Recorded on 8/13/1998 in the Judge of Probate Office, Instrument Number: 1998-31242.

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 1000 Ventana Road, Columbiana, AL 35051.

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

Increase principal amount of loan from \$100,000.00 to \$200,000.00.

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 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 JULY 21, 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)
ROBERT G ROSSER SR, Individually

X  (Seal)
ROBIN H ROSSER, Individually

LENDER:

X  (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

Name: Cindy Nemeth
Address: 417 NORTH 20TH STREET
City, State, ZIP: BIRMINGHAM, AL 35203

MODIFICATION OF MORTGAGE
(Continued)

Loan No: 00300000030259472

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INDIVIDUAL ACKNOWLEDGMENT

STATE OF Alabama)
) SS
COUNTY OF Jefferson)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **ROBERT G ROSSER SR and ROBIN H ROSSER, 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 21st day of July, 2003.
Maucha B. Miller
Notary Public

My commission expires 3/6/05

LENDER ACKNOWLEDGMENT

STATE OF Alabama)
) SS
COUNTY OF Jefferson)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Robert Pless
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 21 day of July, 2003.
Maucha B. Miller
Notary Public

My commission expires 3/6/05

EXHIBIT "A"

A part of Section 29, Township 21 South, Range 1 West, Shelby County Alabama being more particularly described as follows:

Commence at the point of intersection of the East boundary of the Southwest quarter of the Southeast quarter, Section 29, Township 21 South, Range 1 West, with the Northern right of way line of the Southern Railway; thence run North 01 degree 04 minutes 46 seconds East along the West line of said of the East quarter of said Section 29 for a distance of 451.26' to a point; thence North 88 degrees 55 minutes 14 seconds West for a distance of 688.19' to the Point of Beginning; thence South 69 degrees 49 minutes 08 seconds West a distance of 466.33' to a point; thence North 21 degrees 12 minutes 10 seconds West a distance of 1221.27' to a point; thence North 15 degrees 20 minutes 07 seconds East a distance of 597.13' to a point; thence North 63 degrees 07 minutes 04 seconds East a distance of 413.90' to a point; thence South 62 degrees 48 minutes 47 seconds East a distance of 167.74' to a point; thence South 15 degrees 31 minutes 39 seconds West a distance of 666.61' to a point; thence South 20 degrees 28 minutes 42 seconds East a distance of 1090.76' to the Point of Beginning. Together with a non-exclusive easement for ingress, egress and utilities over and across the "gravel drive" located on that real property described in Instrument # 1998-17189.