

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



DOC48000300000030259664000000

THIS MODIFICATION OF MORTGAGE dated August 25, 2003, is made and executed between THOMAS PHILLIP BURNS, whose address is 785 OVERLAND RD, MONTEVALLO, AL 35115-3950 and JAMI BROOKS BURNS, whose address is 785 OVERLAND RD, MONTEVALLO, AL 35115-3950; HUSBAND AND WIFE (referred to below as "Grantor") and REGIONS BANK, whose address is 210 LAKESHORE PARKWAY, BIRMINGHAM, AL 35209 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated July 21, 1998 (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

Recorded on 07-29-1998 in the Office of Judge of Probate, Instrument Number 1998/28887.

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 785 Overland Road, Montevallo, AL 35115.

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

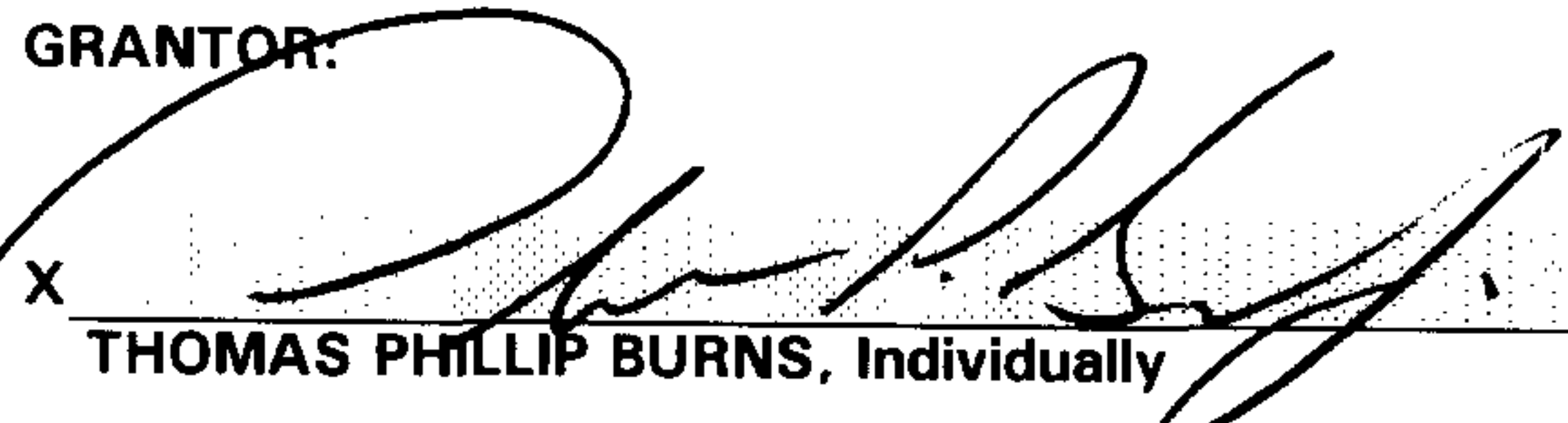
Principal Increase from \$23,000.00 to \$\$50,000.00 and Extend maturity date to 07/28/2013.

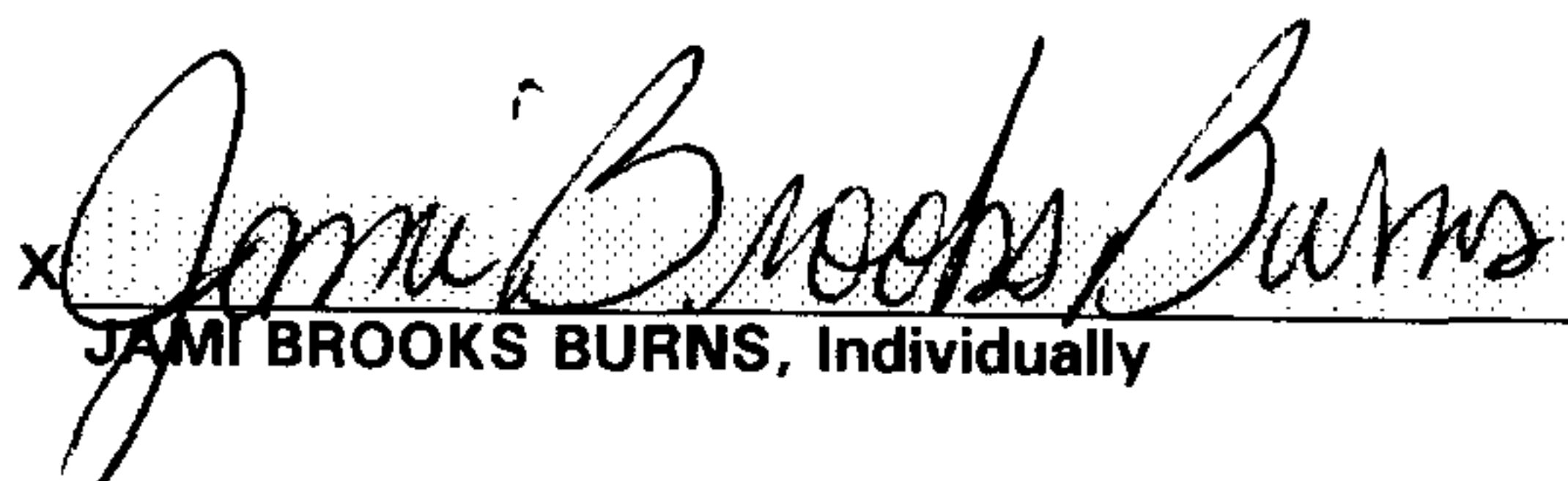
CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right 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 AUGUST 25, 2003.

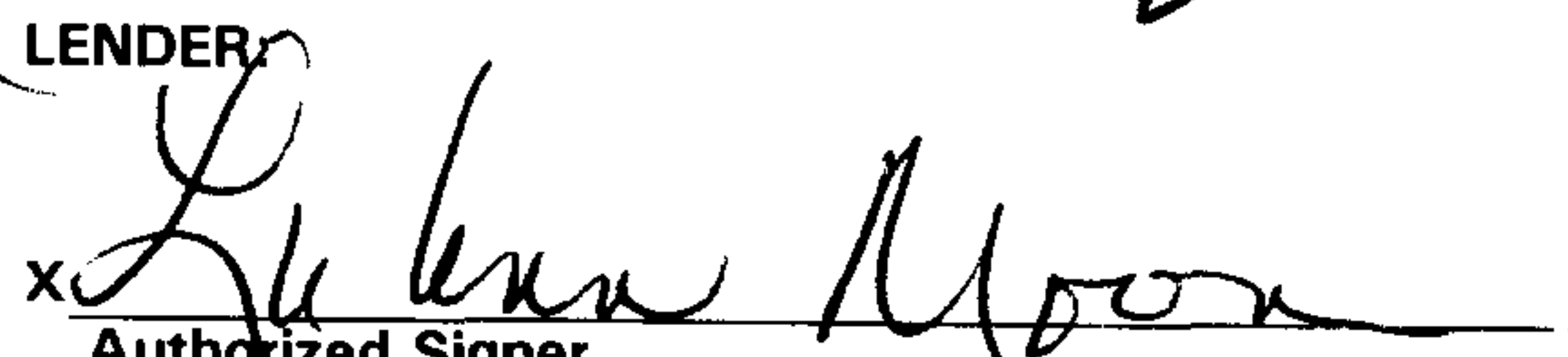
THIS MODIFICATION IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS MODIFICATION IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.

GRANTOR:

X  (Seal)
THOMAS PHILLIP BURNS, Individually

X  (Seal)
JAMI BROOKS BURNS, Individually

LENDER:

X  (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

Name: Lu Ann Moon
Address: 210 LAKESHORE PARKWAY
City, State, ZIP: BIRMINGHAM, AL 35209

MODIFICATION OF MORTGAGE
(Continued)

Loan No: 00300000030259664

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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 **THOMAS PHILLIP BURNS and JAMI BROOKS BURNS, 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 25th day of August, 2003.

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Dec 1, 2006
BONDED THRU NOTARY PUBLIC UNDERWRITERS

Donna D. Rainey
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 _____

EXHIBIT "A"

A parcel of land in the NW¼ of Section 22, Township 22 South, Range 3 West, Shelby County, Alabama, described as follows:

Commence at the Northwest corner of said Section 22; thence run South along the West section line 2074.84 feet; thence turn left 90°00'00" and run East 946.78 feet to the point of beginning, said point being on the Northeast 50 foot right of way of Overland Road; thence turn left 54°57'12" and run Northeast 335.81 feet; thence turn right 100°20'32" and run Southeast 491.04 feet; thence turn right 89°24'34" and run Southwest 436.70 feet to a point on the Northeast right of way of said Overland Road; thence turn right 105°27'32" and run Northwest 351.13 feet along said right of way to the point of a counter clockwise curve having a delta angle of 10°45'10" and a radius of 508.28 feet; thence run along the arc of said curve and right of way 95.39 feet to the point of beginning; being situated in Shelby County, Alabama.