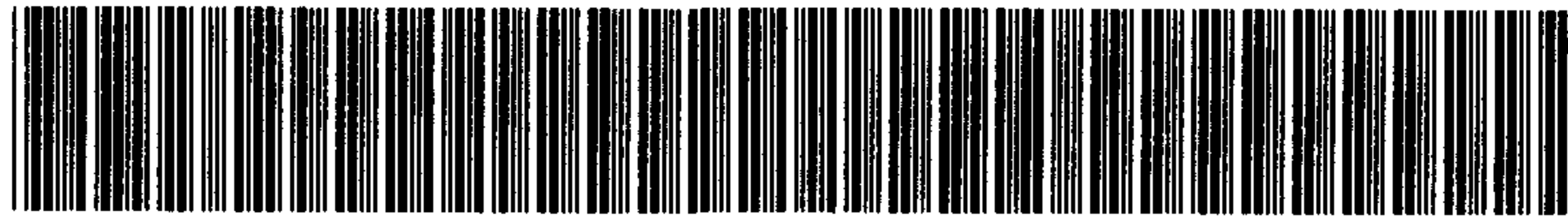


WHEN RECORDED MAIL TO:  
Regions Loan Servicing Release  
P O Box 4897  
Montgomery, AL 36103

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY



## MODIFICATION OF MORTGAGE



\*DOC48002900000290053407000000\*

**THIS MODIFICATION OF MORTGAGE** dated September 26, 2003, is made and executed between JOSH W JONES, whose address is 151 HWY 400, SHELBY, AL 35143-0000; AN UNMARRIED MAN (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 February 7, 2003 (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

Recorded on 02/14/2003 in the Office of Judge of Probate, Instrument Number #20030214000093270.

**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 151 Hwy 400, Shelby, AL 35143.

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

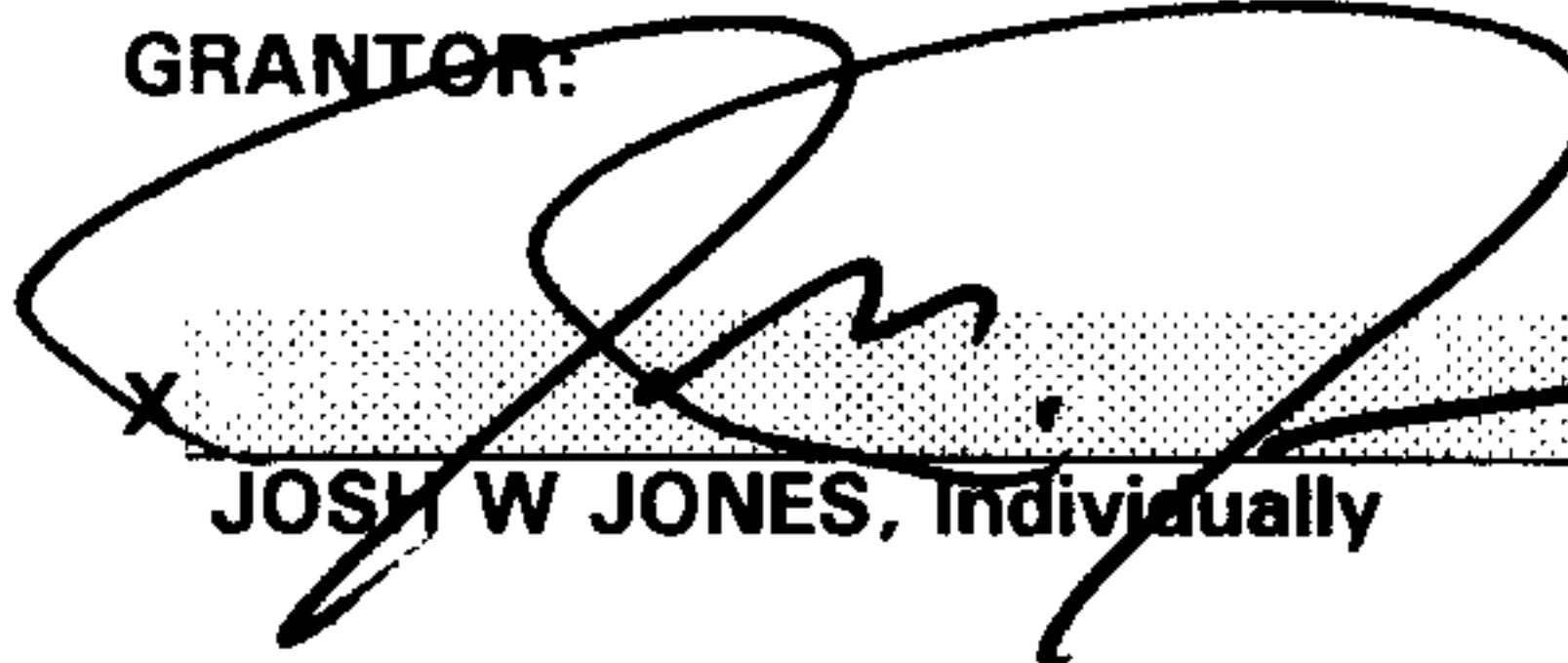
**Principal Increase from \$10,000.00 to \$22,000.00.**

**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 SEPTEMBER 26, 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)  
JOSH W JONES, Individually

LENDER:

X \_\_\_\_\_ (Seal)  
Authorized Signer

This Modification of Mortgage prepared by:

Name: Karen Murphy  
Address: 2964 PELHAM PARKWAY  
City, State, ZIP: PELHAM, AL 35124

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 **JOSH W JONES, AN UNMARRIED MAN**, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said Modification, he or she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 26th day of September, 2003.

[Signature]  
Notary Public

My commission expires 8-12-06

LENDER 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 \_\_\_\_\_ 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"

20031010000682020 Pg 3/3 35.00  
Shelby Cnty Judge of Probate, AL  
10/10/2003 09:10:00 FILED/CERTIFIED

Begin at the Southwest corner of the SE 1/4 of the SW 1/4 of Section 14, Township 24 North, Range 15 East and run Easterly along the South side of the said 1/4-1/4 for 1058.61 feet to a point on the North right of way of Shelby County Road No. 400; then turn an angle of 45 degrees 44 minutes 17 seconds to the right and run Southeasterly along the North right of way of said road for 33.74 feet to the point of beginning; then turn an angle of 2 degrees 28 minutes 15 seconds to the left and run Southeasterly for 100.00 feet to a point on the North right of way of said road; then turn an angle of 5 degrees 13 minutes 10 seconds to the left and run Southeasterly for 92.80 feet to a point on the North right of way of said road; then turn an angle of 6 degrees 05 minutes to the left and run Southeasterly for 114.33 feet to a point on the North right of way of said road No. 400; then turn an angle of 125 degrees 15 minutes to the left and run Northerly along an accepted line (said line being marked by yellow paint on trees) for 494.13 feet to an existing accepted iron; then turn an angle of 80 degrees 15 minutes 43 seconds to the left and run Westerly for 42.39 feet; then turn an angle of 67 degrees 29 minutes 57 seconds to the left and run Southwesterly for 356.33 feet back to the point of beginning.