

Amount of recording is based on line of \$40,000.00

20031126000774530 Pg 1/3 77.00
Shelby Cnty Judge of Probate, AL
11/26/2003 10:23:00 FILED/CERTIFIED

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



DOC48000300000030296079000000

THIS MODIFICATION OF MORTGAGE dated November 10, 2003, is made and executed between John Daniel Lott, whose address is 406 Cahaba River Est, Birmingham, AL 35244-4400 and Lue Ann H Lott, whose address is 406 Cahaba River Est, Birmingham, AL 35244-4400; HUSBAND AND WIFE (referred to below as "Grantor") and REGIONS BANK, whose address is 3065 JOHN HAWKINS PARKWAY, HOOVER, AL 35244 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated August 7, 1992 (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

Recorded on 08/14/1992 in the office of the Judge of Probate, Instrument # 1992/17118.

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 406 Cahaba River Estates, Hoover, AL 35244.

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

Extending the maturity date from 08/07/2002 to 11/07/2013.

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 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.

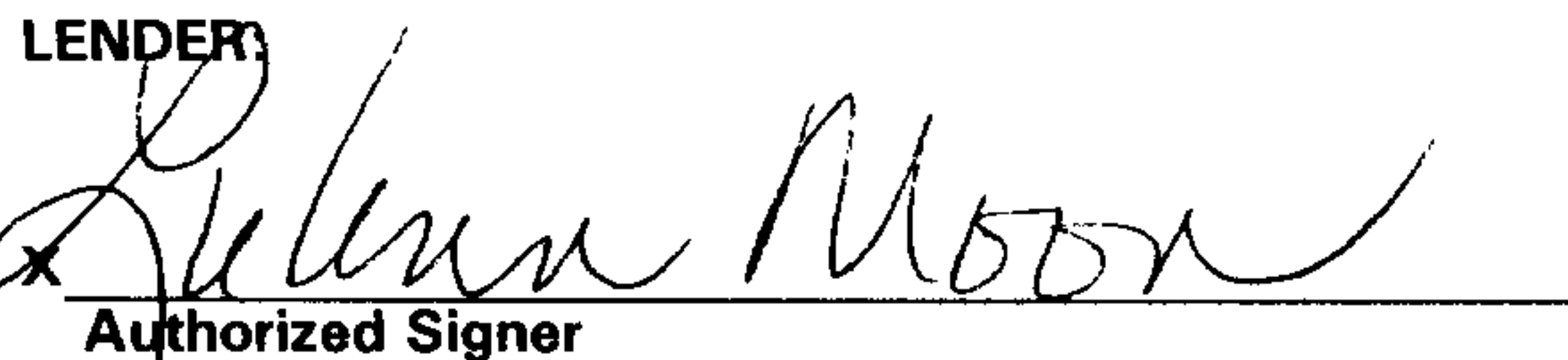
GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED NOVEMBER 10, 2003.

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)
John Daniel Lott

x  (Seal)
Lue Ann H Lott

LENDER:
 (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

Name: Brandy Hamilton
Address: 3065 JOHN HAWKINS PARKWAY
City, State, ZIP: HOOVER, AL 35244

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 **John Daniel Lott and Lue Ann H Lott, 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 10th day of November, 2003
Catherine J. Hines
Notary Public
My commission expires 5/29/04

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 Regions Bank 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 10th day of November, 2003
Catherine J. Hines
Notary Public
My commission expires 5/29/04

EXHIBIT "A"

Begin at the north east corner of the North west Quarter of the North west Quarter of Section 26, Township 19 South, Range 3 West; thence run south along the east line of said quarter-quarter 466.16 feet to the southwesterly R.O.W. of Shelby County Road #271, said point on R.O.W. being the point of beginning; thence continue south along the previous course 376.76 feet; thence turn an azimuth of 242 degrees 06 minutes south westerly 469.82 feet; thence turn an azimuth of 00 degrees 00 minutes north 200.00 feet; thence turn an azimuth of 46 degrees 34 minutes north easterly 576.82 feet to the point of beginning, said property contains 2.75 acres more or less.