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MODIFICATION OF MORTGAGE



DOC48002900000290286228000000

THIS MODIFICATION OF MORTGAGE dated February 13, 2004, is made and executed between Peggy Walls a/k/a Peggy T Walls, whose address is 1361 Highland Street, Montevallo, AL 35115-0000 and Tommy Walls, whose address is 1361 Highland Street, Montevallo, AL 35115-0000; husband and wife (referred to below as "Grantor") and REGIONS BANK, whose address is 910 N. MAIN STREET, MONTEVALLO, AL 35115 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated August 29, 2003 (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

Recorded on 09-08-2003 in the Office of Judge of Probate, Instrument Number 20030908600599420 .

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 1361 Highland Street, Montevallo, AL 35115.

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

Principal increase from \$10,000.00 to \$25,000.00.

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 FEBRUARY 13, 2004.

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 Peggy T. Walls (Seal)
Peggy Walls

X Tommy Walls (Seal)
Tommy Walls

LENDER:

X Kenneth Jones (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

Name: Kenneth Jones
Address: 910 N. MAIN STREET
City, State, ZIP: MONTEVALLO, AL 35115

MODIFICATION OF MORTGAGE
(Continued)

Loan No: 02900000290286228

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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 **Peggy Walls and Tommy Walls, 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 13th day of February, 2004.
Julia Brown Yarbrough
Notary Public

MY COMMISSION EXPIRES
My commission expires MARCH 10, 2007.

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 _____

SCHEDULE "A"

**THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN THE COUNTY OF
SHELBY AND STATE OF ALABAMA, TO-WIT:**

**BEGIN AT A POINT ON THE NORTHWESTERLY SIDE OF HIGHLAND STREET
THAT IS 275.0 FEET NORTHEAST OF AND ALONG THE NORTHERLY LINE OF
HIGHLAND STREET FROM THE NORTHEASTERLY CORNER OF THE INTERSECTION
OF WOODY STREET AND HIGHLAND STREET PROPERTY LINES; THENCE
CONTINUE NORTHEASTERLY ALONG THE NORTHERLY LINE OF SAID HIGHLAND
STREET A DISTANCE OF 75.0 FEET TO A POINT; THENCE RUN
NORTHWESTERLY PERPENDICULAR TO SAID HIGHLAND STREET A DISTANCE OF
150.0 FEET TO A POINT; THENCE RUN SOUTHWESTERLY PARALLEL WITH THE
SAME SAID NORTH LINE OF SAID HIGHLAND STREET A DISTANCE OF
75.0 FEET TO A POINT; THENCE RUN SOUTHEASTERLY A DISTANCE OF
150.0 FEET TO THE POINT OF BEGINNING; BEING SITUATED IN SHELBY
COUNTY, ALABAMA.**

MINERAL AND MINING RIGHTS EXCEPTED.

**SUBJECT TO EXISTING EASEMENTS, RESTRICTIONS, SET-BACK LINES,
RIGHTS OF WAY, LIMITATIONS, IF ANY, OF RECORD.**

**BEING THE SAME PROPERTY CONVEYED TO PEGGY T. WALLS BY DEED FROM
PEGGY T. WALLS, A MARRIED WOMAN, AS PERSONAL REPRESENTATIVE OF
THE ESTATE OF GLADYS DAVIS GORE, DECEASED, RECORDED 05/21/2001 IN
DEED BOOK 2001 PAGE 21224 IN THE PROBATE JUDGE'S OFFICE FOR
SHELBY COUNTY, ALABAMA.**

TAX ID# 375212001072000