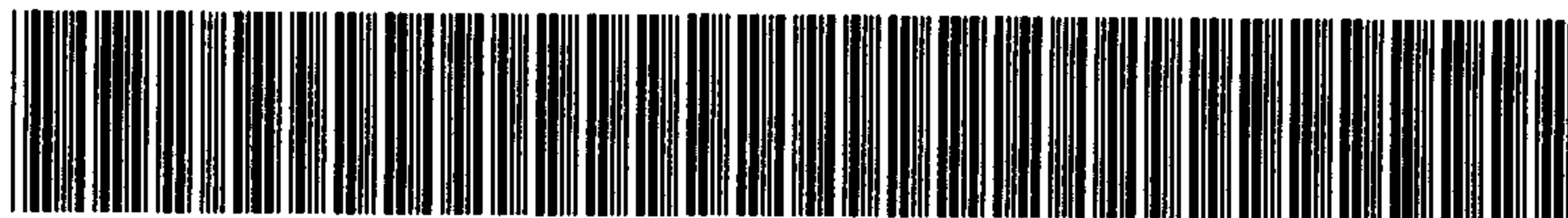


WHEN RECORDED MAIL TO:
Regions Loan Servicing Release
P O Box 4897
Montgomery, AL 36103

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY



MODIFICATION OF MORTGAGE



DOC48002900000290053294000000

THIS MODIFICATION OF MORTGAGE dated April 27, 2004, is made and executed between J Frank Head, whose address is 212 E Sterrett St., Columbiana, AL 35051 and Jennifer J Head, whose address is 212 E Sterrett St., Columbiana, AL 35051; HUSBAND AND WIFE (referred to below as "Grantor") and REGIONS BANK, whose address is P.O. BOX 946, 21325 HWY 25, COLUMBIANA, AL 35051 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated November 18, 2002 (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

Recorded on 11/22/2002 in the Office of the Judge of Probate, Instrument #20021122000586820.

REAL PROPERTY DESCRIPTION. The Mortgage covers the following described real property located in Shelby County, State of Alabama:

See the exhibit or other description document 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 212 E Sterrett St., Columbiana, AL 35051.

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

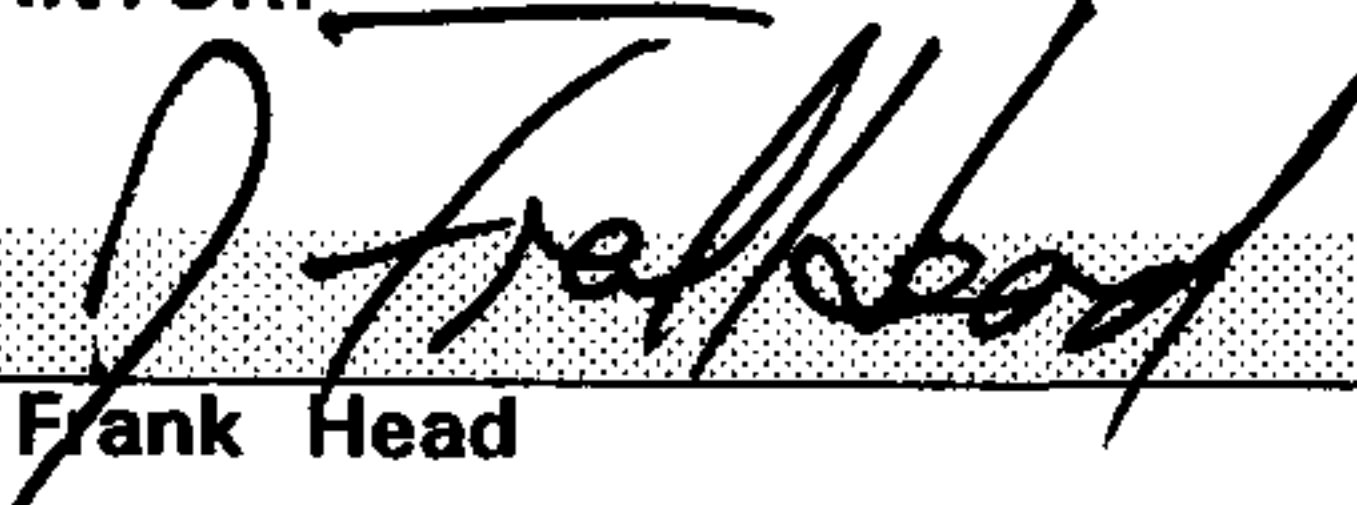
Increase principal amount of loan from \$32,000.00 to \$60,000.00.

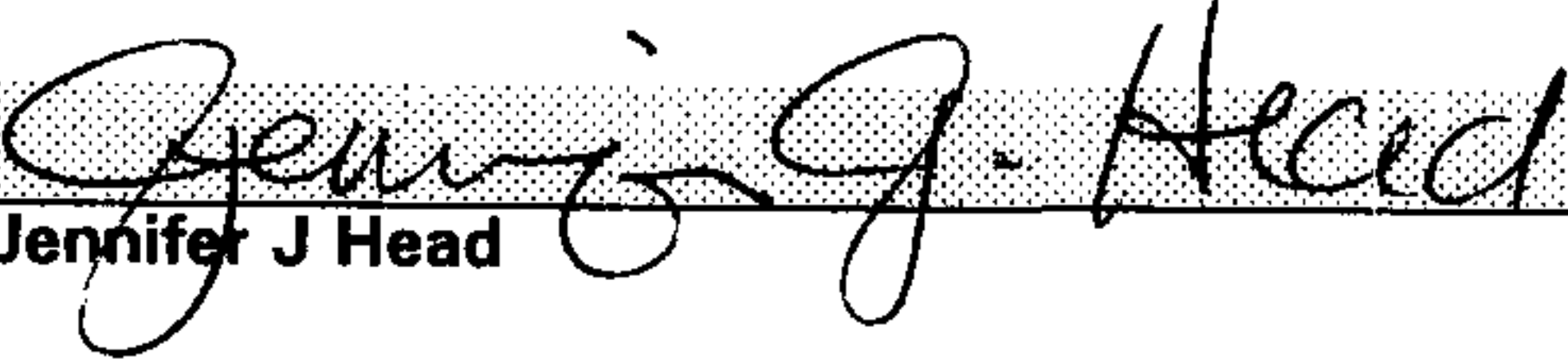
CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right 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 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 APRIL 27, 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  (Seal)
J Frank Head

X  (Seal)
Jennifer J Head

LENDER:

X  (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

Name: Billy R. Jones
Address: P.O. BOX 946
City, State, ZIP: COLUMBIANA, AL 35051

MODIFICATION OF MORTGAGE
(Continued)

Loan No: 02900000290053294

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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 J Frank Head and Jennifer J Head, 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 27 day of April, 2004.
[Signature]
Notary Public

MY COMMISSION EXPIRES
MAY 2, 2006

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"

• Commence at the Northeast corner of the SW 1/4 of SW 1/4, Section 24, Township 21 South, Range 1 West; thence run Westerly along the North boundary line of said SW 1/4 of SW 1/4 a distance of 563.87 feet to a point; thence turn an angle of 89 degrees 00 minutes 25 seconds to the left and run Southerly a distance of 423.00 feet to the point of beginning; thence continue along the same line of direction a distance of 325.00 feet to a point on the North boundary line of East Sterrett Street; thence turn an angle 89 degrees 59 minutes 22 seconds to the left and run Easterly along said boundary line of East Sterrett Street a distance of 150.00 feet to a point; thence turn an angle of 90 degrees 00 minutes 36 seconds to the left and run Northerly a distance of 325.00 feet to a point; thence turn an angle of 89 degrees 59 minutes 22 seconds to the left and run Westerly a distance of 150.00 feet to the point of beginning. Said lot is lying in the SW 1/4 of SW 1/4, Section 24, Township 21 South, Range 1 West, Shelby County, Alabama.
According to survey of Lewis H. King, Jr., RLS#12487, dated August 26, 1994.