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Regions Loan Servicing Release
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MODIFICATION OF MORTGAGE



DOC48002900000290286443000000

THIS MODIFICATION OF MORTGAGE dated May 28, 2004, is made and executed between Cecil Alvin Frost, whose address is 295 Hwy. 19, Montevallo, AL 35115-8505 and Eva M Frost, whose address is 295 Hwy. 19, Montevallo, AL 35115-8505; 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 March 12, 2003 (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

original filed on 04/03/2003 in the probate office in instrument #20030403000197600.

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 295 Hwy. 19, Montevallo, AL 35115-8505.

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

in the amount of \$40,000.00 to \$70,000.00.

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 MAY 28, 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)
Cecil Alvin Frost

X  (Seal)
Eva M Frost

LENDER:

REGIONS BANK

X  (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

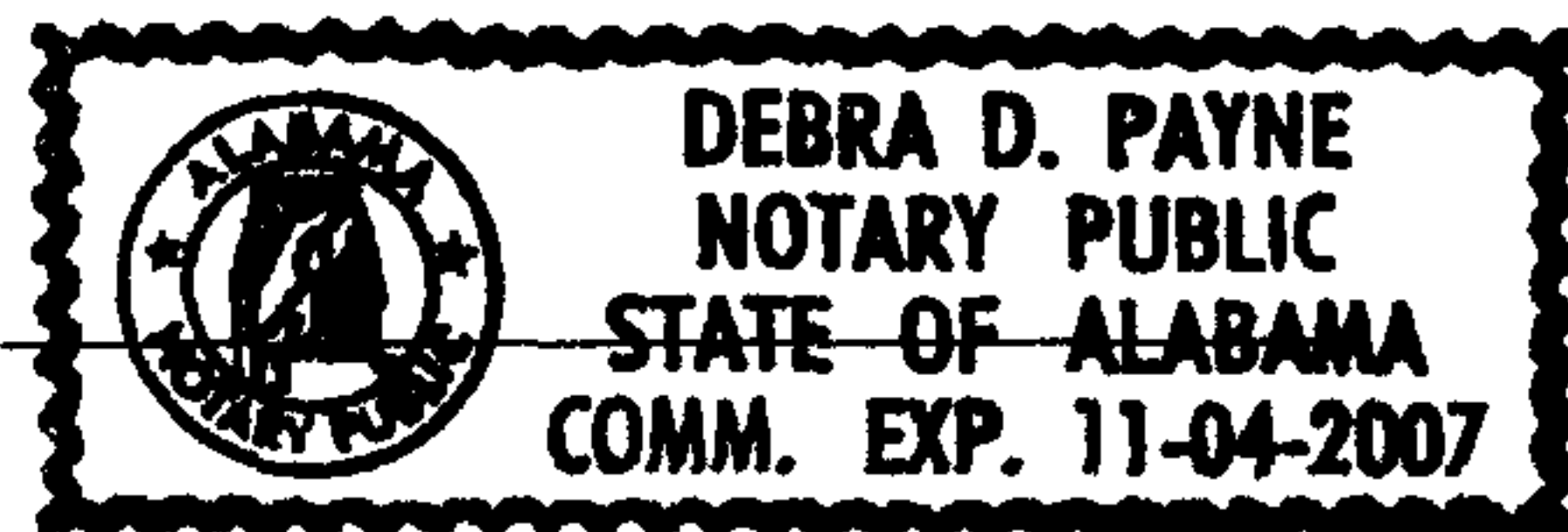
Name: Kenneth W Jones
Address: 910 N. MAIN STREET
City, State, ZIP: MONTEVALLO, AL 35115

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 Cecil Alvin Frost and Eva M Frost, 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 28th day of May, 2004.



My commission expires _____

Debra D. Payne
Notary Public

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 NE corner of fractional §12, Twp 24N, R12E thence turn N 64°10'30"W along the N line of said § and run 330 feet; thence turn S00°16'30"W and run ±355.24 feet to a 5/8" open top pipe marking the Point of Beginning; Thence continue S00°16'30"W and run 64.42 feet to a 5/8" rebar; thence turn S66°49'02"W and run 155.56 feet to a 5/8" rebar; thence turn N 04°15'26"W and run 149.49 feet to a 5/8" rebar; thence turn N72°58'44"E and run 116.18 feet to a 5/8" rebar on the SW right of way line of Shelby County Highway 19, said point being on a curve to the left having a central angle of 03°22'26" and a radius of 1221.71 feet; thence along the chord of said curve S37°01'15"E and run a chord distance of 71.93 feet to a 5/8" rebar; thence turn S00°16'30"W and run 3.72 feet back to the Point of Beginning. Contains ±0.46 acres.