

WHEN RECORDED MAIL TO:
REGIONS BANK
MONTEVALLO
910 N. MAIN STREET
MONTEVALLO, AL 35115

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY



MODIFICATION OF MORTGAGE



DOC48002900233200003005000000

THIS MODIFICATION OF MORTGAGE dated July 1, 2004, is made and executed between DOUGLAS R ALLEN, whose address is 2690 HIGHWAY 17, MONTEVALLO, AL 35115-9135 and REBECCA A ALLEN, whose address is 2690 HIGHWAY 17, MONTEVALLO, AL 35115-9135; 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 February 20, 2002 (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

Recorded on 02/25/2002 in the office of the Judge of Probate, Instrument # 2002-09110.

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 Hwy 31, Calera, AL 35040.

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

Principal increase from \$145,457.97 to \$154,000.00.

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 JULY 1, 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 Douglas R. Allen (Seal)
DOUGLAS R ALLEN

X Rebecca A. Allen (Seal)
REBECCA A ALLEN

LENDER:

REGIONS BANK
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: 02900233200003005

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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 DOUGLAS R ALLEN and REBECCA A ALLEN, 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 2nd day of July, 2007.
Mark Brown Malone
Notary Public

My commission expires march 10, 2007

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 1st day of July, 2007.
Editha F. Hargis
Notary Public

My commission expires 05/29/08

Block 145, Dunstan's Map of Calera, except the North 150 feet of the West 150 feet,
Section 16, Township 22 South, Range 2 West.

LESS AND EXCEPT THE FOLLOWING:

Commence at the Southwest corner of Block 145, Dunstan's Map of Calera, said point being the point of beginning; thence run easterly along south line of said Block 145, a distance of 100 feet; thence run in a northerly direction parallel to the west line of said Block 145, a distance of 100 feet; thence run in a westerly direction parallel to the south line of said Block 145 a distance of 100 feet to a point on the west line of said Block 145, also being on the east right of way of L & N Railroad; thence run southerly along said west line of said Block 145, a distance of 100 feet, more or less, to the point of beginning.