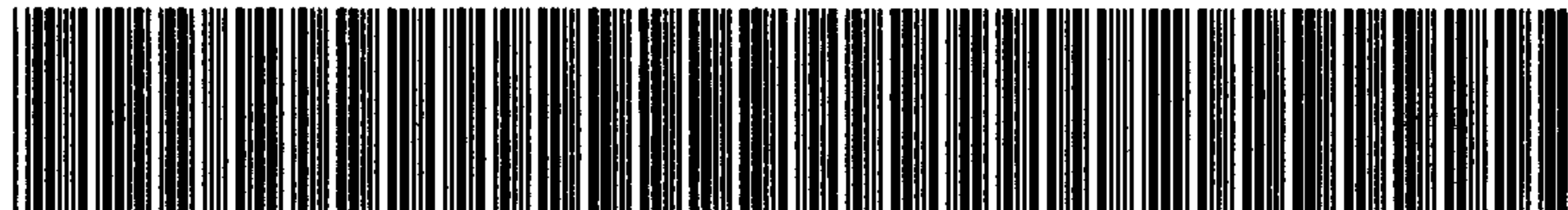


WHEN RECORDED MAIL TO:
Regions Loan Servicing Release
P O Box 4897
Montgomery, AL 36103

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY



MODIFICATION OF MORTGAGE



DOC48002900000290286575000000

THIS MODIFICATION OF MORTGAGE dated July 28, 2004, is made and executed between Paul Anderson Garrett, whose address is 156 Mulberry Lane, Shelby, AL 35143-0000 and Dona M Garrett, whose address is 156 Mulberry Lane, Shelby, AL 35143-0000; 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 May 8, 1998 (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

Recorded on 5/20/1998 in the Office of the Judge of Probate, Instrument #1998/18480.

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 156 Mulberry Lane, Shelby, AL 35143-0000.

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

Increase principal amount of loan from \$100,000.00 to \$170,000.00.

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 endorser 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 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 Paul A. Garrett (Seal)
Paul Anderson Garrett

x Dona M. Garrett (Seal)
Dona M Garrett

LENDER:

REGIONS BANK
Lukman Moon (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

Name: Melinda S. Walker
Address: P.O. BOX 946
City, State, ZIP: COLUMBIANA, AL 35051

MODIFICATION OF MORTGAGE
(Continued)

Loan No: 02900000290286575

Page 2

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 **Paul Anderson Garrett and Dona M Garrett, 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 July, 2004.
Dorinda L. Swalk
Notary Public

My commission expires _____
MY COMMISSION EXPIRES MARCH 24, 2005

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 _____

Corners of the SW corner of Section 25, Township 24 North, Range 15 East, Shelby County, Alabama and run thence North 88 degrees 40 minutes 40 seconds East along the South line of said section a distance of 1197.61 feet to a point; thence North 8 degrees 37 minutes 00 seconds East a distance of 471.51 feet to a point; thence North 89 degrees 23 minutes 00 seconds East a distance of 89.81 feet to the point of beginning and being on the North bank of Lay Lake; thence North 18 degrees 19 minutes 06 seconds East a distance of 207.94 feet to a point; thence North 40 degrees 15 minutes 28 seconds East a distance of 386.82 feet to a point on the Southwesterly right of way line of a 60 foot wide County Road; thence South 44 degrees 42 minutes 56 seconds East along said Southwesterly right of way line a distance of 40.00 feet to a point; thence South 32 degrees 07 minutes 59 seconds West a distance of 318.52 feet to a point; thence South 18 degrees 10 minutes 46 seconds West a distance of 195.96 feet to a point on the said North bank of said Lay Lake; thence North 53 degrees 28 minutes 03 seconds West along said North bank a distance of 14.36 feet to a point; thence North 43 degrees 13 minutes 00 seconds West a distance of 94.61 feet to the point of beginning.

Also known as Lot 2, according to the Survey of Pulberry Landing Estate, as recorded in Map Book 17, Page 108, in the Probate Office of Shelby County, Alabama.