

WHEN RECORDED MAIL TO:

REGIONS BANK
COLUMBIANA
P.O. BOX 946
21325 HWY 25
COLUMBIANA, AL 35051

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY



MODIFICATION OF MORTGAGE



DOC48000002912974579001000000

THIS MODIFICATION OF MORTGAGE dated October 1, 2004, is made and executed between **SHERIL HILYER MINISTRIES INCORPORATED**, whose address is **PO BOX 1077, ALABASTER, AL 35007-2055** (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 April 9, 2001 (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

Recorded on 4/25/2001 in the Office of the Judge of Probate, Instrument #2001-16164.

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 6785 Highway 26, Columbiana, AL 35051.

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

Increase principal amount of loan from \$75,000.00 to \$96,415.11.

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 OCTOBER 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:

SHERIL HILYER MINISTRIES INCORPORATED

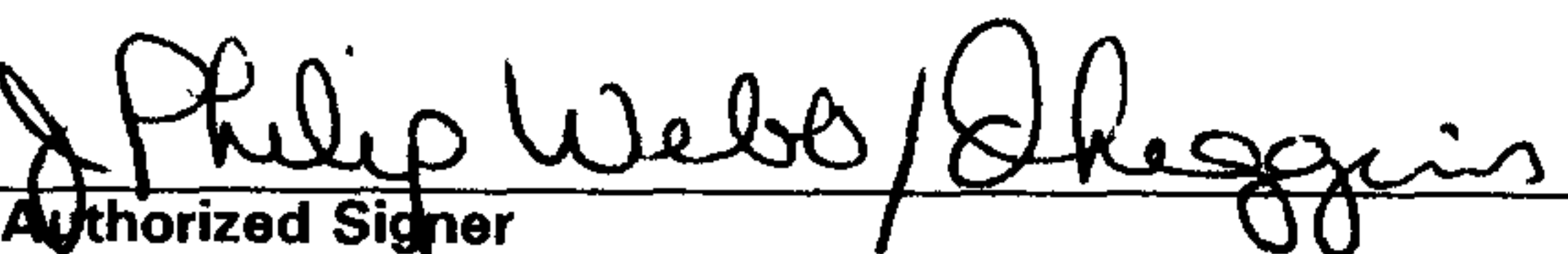
By:  (Seal)
RAYMOND T TRYON, Trustee of SHERIL HILYER
MINISTRIES INCORPORATED

By:  (Seal)
FRED M RICHARDS, Trustee of SHERIL HILYER
MINISTRIES INCORPORATED

By:  (Seal)
JOHNNIE K WOMACK, Trustee of SHERIL HILYER
MINISTRIES INCORPORATED

LENDER:

REGIONS BANK

x  (Seal)
Authorized Signer

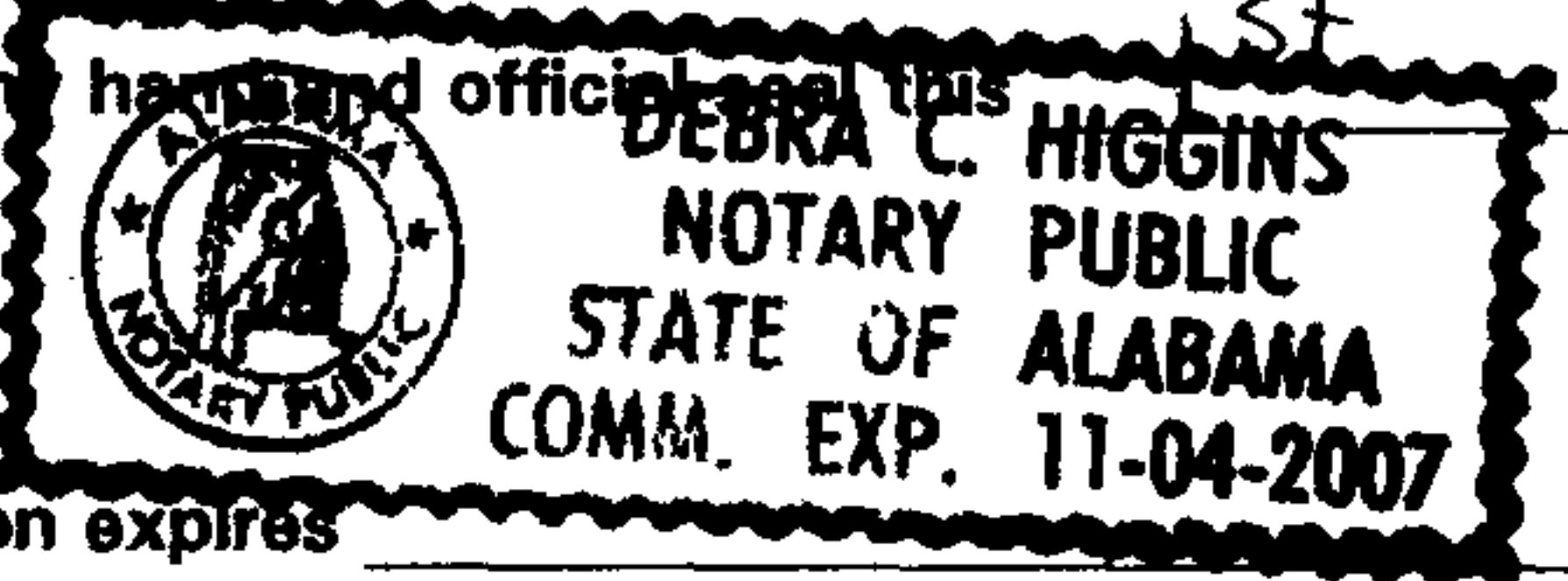
This Modification of Mortgage prepared by:

Name: Debra Higgins
Address: P.O. BOX 946
City, State, ZIP: COLUMBIANA, AL 35051

CORPORATE 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 **RAYMOND T TRYON, Trustee; PATRICK E SMITH, Trustee; FRED M RICHARDS, Trustee; SHERIL HILYER, Trustee; JOHNNIE K WOMACK, Trustee of SHERIL HILYER MINISTRIES INCORPORATED**, a corporation, are signed to the foregoing Modification and who are known to me, acknowledged before me on this day that, being informed of the contents of said Modification of Mortgage, they, as such officers 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 October, 2004.

Debra C. Higgins
Notary Public

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 _____

Commence at the NE corner of Section 19, Township 21 South, Range 1 West; thence run South along said section line a distance of 1358.72 feet to the point of beginning; thence continue along last described course a distance of 158.00 feet to the north right of way of Highway 26; thence turn an angle of 76°29'13" right and run a distance of 250.51 feet along said right of way; thence turn an angle of 115°46'20" right and run a distance of 303.48 feet; thence turn an angle of 94°13'45" right and run a distance of 186.82 feet to the point of beginning. Property is subject to any and all agreements, easements, restrictions and/or limitations of probated record and/or applicable law. According to survey and plat of Rodney Y. Shiflett, Al. Reg. No. 21784, dated August 2, 2000.

Less and except and subject to, an easement for ingress, egress and utilities along the existing right of way of Jones Drive.

20041015000570130 Pg 3/3 49.25
Shelby Cnty Judge of Probate, AL
10/15/2004 10:52:00 FILED/CERTIFIED