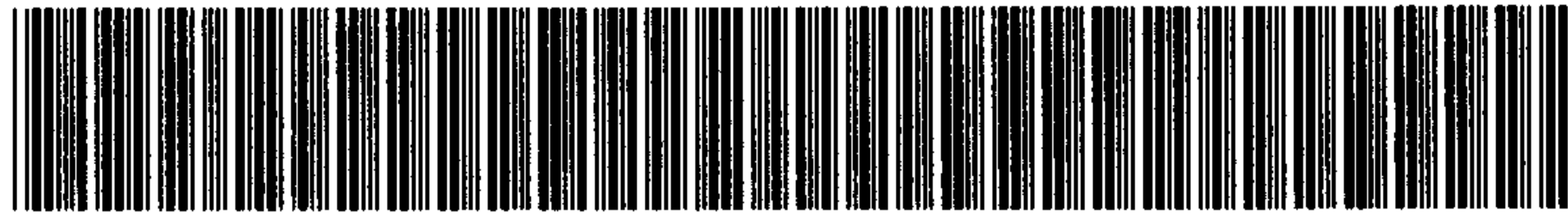


WHEN RECORDED MAIL TO:
REGIONS BANK
SHELBY COUNTY REAL ESTATE
2964 PELHAM PARKWAY
PELHAM, AL 35124

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY



MODIFICATION OF MORTGAGE



DOC48000002913519070001000000

THIS MODIFICATION OF MORTGAGE dated August 31, 2004, is made and executed between MELVIN THOMAS SMITHERMAN, whose address is 150 SHOAL CREEK CIR, MONTEVALLO, AL 35115-3600 and GLENDA P SMITHERMAN, whose address is 150 SHOAL CREEK CIRCLE, MONTEVALLO, AL 35115-3694; HUSBAND AND WIFE (referred to below as "Grantor") and REGIONS BANK, whose address is 2964 PELHAM PARKWAY, PELHAM, AL 35124 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated July 7, 2004 (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

Recorded on 07-07-2004 in the Office of Judge of Probate, Instrument Number: 20040723000410800.

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 68 Couer D'Alene, Montevallo, AL 35115.


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

Principal increase from \$100,000.00 to \$140,000.00.


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 AUGUST 31, 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)
MELVIN THOMAS SMITHERMAN

X  (Seal)
GLENDA P SMITHERMAN

LENDER:
REGIONS BANK
X  (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

Name: Bryan Shanahan
Address: 2964 PELHAM PARKWAY
City, State, ZIP: PELHAM, AL 35124

MODIFICATION OF MORTGAGE
(Continued)

Loan No: 02913519070001

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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 MELVIN THOMAS SMITHERMAN and GLENDA P SMITHERMAN, 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 31st day of August, 2004.

Angelia Rae Daw
Notary Public

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Jan 3, 2007
BONDED THRU NOTARY PUBLIC UNDERWRITERS

My commission expires

LENDER 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 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 31st day of August, 2004.

Angelia Rae Daw
Notary Public

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Jan 3, 2007
BONDED THRU NOTARY PUBLIC UNDERWRITERS

My commission expires

EXHIBIT "A"

PARCEL I:

A parcel of land situated in the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 15, Township 22 South, Range 3 West, Shelby County, Alabama; more particularly described as follows:

Beginning at the Southwest corner of Section 15, Township 22 South, Range 3 West, Montevallo, Shelby County, Alabama and run thence Easterly along the South line of said Section 15 a distance of 130.03 feet to a steel pin corner; thence turn $91^{\circ}05'22''$ to the left and run Northerly 160.33 feet to a steel pin corner on the South margin of Ute Street; thence $89^{\circ}19'57''$ to the left and run Westerly along the said South margin of Ute Street 1130.11 feet to a steel pin corner on the West line of same said Section 15; thence turn $90^{\circ}42'09''$ to the left and run Southerly along said West line of said Section 15 a distance of 159.37 feet to the point of beginning.

PARCEL II:

ALSO, an easement for ingress and egress for utilities, located in Section 15, Township 22 South, Range 3 West, more particularly described as follows:

From the Northwest corner of Parcel I hereinabove described, proceed Easterly for 260.21 feet along the North boundaries of the herein described Parcels I and II to the Northeast corner of said Parcel II; thence turn left and proceed Northerly along a line which is coexistent with the East line of said Parcel II of 60 feet, more or less, to the North boundary of Ute Street; thence turn left and run a distance of 260.21 feet, more or less along the North boundary of said Ute Street; thence turn left and run Southerly for 60 feet, more or less, along a line which is coexistent with the West line of said Parcel I, back to the point of beginning, all being located in Shelby County, Alabama.