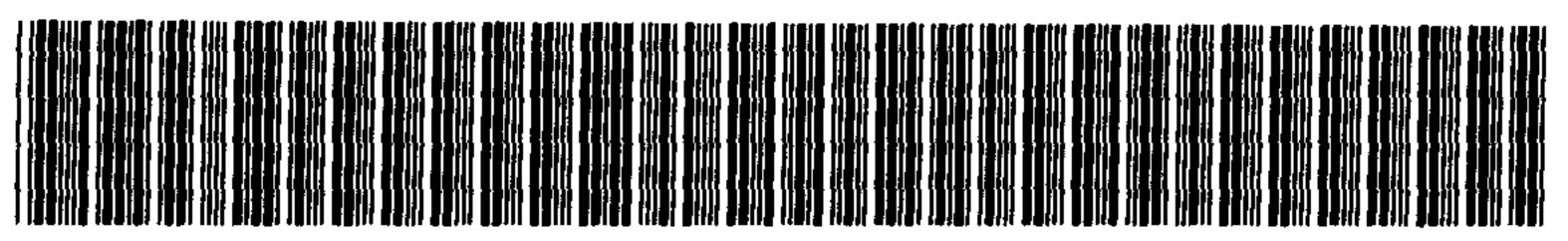
20041029000596950 Pg 1/2 59.75 Shelby Cnty Judge of Probate, AL 10/29/2004 09:13:00 FILED/CERTIFIED

WHEN RECORDED MAIL TO:
REGIONS BANK
BIRMINGHAM RESIDENTIAL CONSTRUCTION
105 VULCAN BUILDING
4TH FLOOR
BIRMINGHAM, AL 35209

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY



MODIFICATION OF MORTGAGE



DOC48000000350220880021000000

THIS MODIFICATION OF MORTGAGE dated October 26, 2004, is made and executed between PROCTOR & SONS BUILDERS INC, whose address is 1019 FAIRMONT CIRCLE, BIRMINGHAM, AL 35242-2445; A CORPORATION (referred to below as "Grantor") and REGIONS BANK, whose address is 105 VULCAN BUILDING, 4TH FLOOR, BIRMINGHAM, AL 35209 (referred to below as "Lender").

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

Recorded date 06/10/2004 in Instrument #20040610000315660 with the Judge of Probate Office.

REAL PROPERTY DESCRIPTION. The Mortgage covers the following described real property located in Shelby County, State of Alabama:

Lot 31, according to the First Amended Plat of Greystone Farms North, Phase I, as recorded in Map Book 23, page 57, in the Probate Office of Shelby County, Alabama.

The Real Property or its address is commonly known as 410 North Lake Road, Birmingham, AL 35242.

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

Principal increase from \$457,500.00 to \$488,000.00.

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 OCTOBER 26, 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:

By: DAACA PROSTOR, President of PROCTOR & SONS BUILDERS INC	(Seal)
LENDER:	
REGIONS BANK	
XAuthorized Signer	_(Seal)
Aunionzeu Signer	

This Modification of Mortgage prepared by:

Name: Catherine Ryan

Address: 105 VULCAN BUILDING

City, State, ZIP: BIRMINGHAM, AL 35209

MODIFICATION OF MORTGAGE (Continued)

Loan No: 00350220880021

Page 2

CORPORA	ATE ACKNOWLED	MENT
STATE OF Maleure		
JANE OF COOPERS	,	
COUNTY OF MALON) SS	
COUNTY OF TOTAL)	
I, the undersigned authority, a Notary Public in and for separation of the Sons Builders INC, a corporation, is signed this day that, being informed of the contents of said Modification and as the act of said corporation. Given under my hand and official seal this	to the foregoing Modification	and who is known to me, acknowledged before me on
		Notary Public
My commission expires 5/29/08	-	
LENDE	RACKNOWLEDGM	ENT
STATE OF)	
) SS	
COUNTY OF)	
I, the undersigned authority, a Notary Public in and for said of a		ertify that he foregoing Modification and who is known to me,
acknowledged before me on this day that, being informed of full authority, executed the same voluntarily for and as the a	f the contents of said Modifi	
Given under my hand and official seal this	day of	, 20
		Notary Public
My commission expires		

LASER PRO Lending, Ver. 5.24.10.102 Copr. Harland Financial Solutions, Inc. 1997, 2004. All Rights Reserved. - AL J:\APPS\LPWIN\CFI\LPL\G201.FC TR-023310003269 PR-BR01

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