

WHEN RECORDED MAIL TO:
Regions Loan Servicing Release
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MODIFICATION OF MORTGAGE



DOC48002900000290286744000000

THIS MODIFICATION OF MORTGAGE dated October 18, 2004, is made and executed between ASHLEY S DAVIS, whose address is 308 N TIMOTHY DR, COLUMBIANA, AL 35051-5355 and MICHAEL E DAVIS, whose address is 308 NORTH TIMOTHY DRIVE, COLUMBIANA, AL 35051-5355; WIFE AND HUSBAND (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 7, 2003 (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

Recorded on 05/20/2003 in the office of the Judge of Probate, Instrument # 2003052000031360.

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 308 N Timothy Drive, Columbiana, AL 35051.

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

Principal increase \$11,300.00 to \$19,500.00.

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 18, 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 Ashley S Davis (Seal)
ASHLEY S DAVIS

X Michael E Davis (Seal)
MICHAEL E DAVIS

LENDER:

REGIONS BANK

X _____ (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: 02900000290286744

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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 **ASHLEY S DAVIS and MICHAEL E DAVIS, 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 18th day of Oct, 2004
Melinda Swall
Notary Public

MY COMMISSION EXPIRES MARCH 24, 2005

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 _____ 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 18th day of Oct, 2004
Melinda Swall
Notary Public

MY COMMISSION EXPIRES MARCH 24, 2005

My commission expires _____

**Lot 15, according to the Survey of First Addition to Triple Springs First Sector, as recorded in Map Book 6,
Page 51, in the Probate Office of Shelby County, Alabama**