

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



DOC48002900000290286733000000

THIS MODIFICATION OF MORTGAGE dated October 13, 2004, is made and executed between LUCKY L SCHERER, whose address is 104 E STERRETT ST, COLUMBIANA, AL 35051-9388 and KIMBERLY O SCHERER, whose address is 104 E STERRETT ST, COLUMBIANA, AL 35051-9388; 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 May 21, 2002 (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

Recorded on 07-02-2002 in the Office of Judge of Probate, Instrument Number: 20020702000309490.

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 104 E Sterrett Street, Columbiana, AL 35051.

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

Principal increase from \$15,000.00 to \$30,000.00.

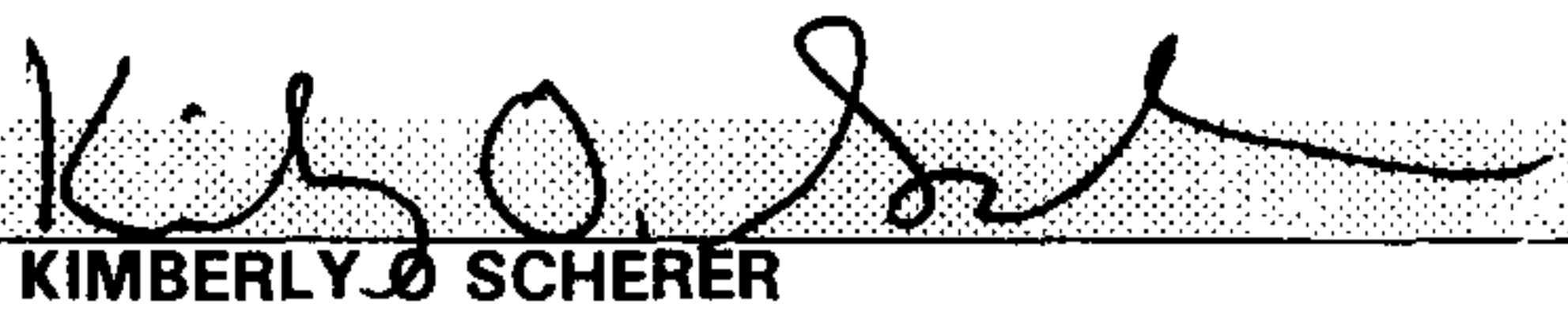
CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right 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 OCTOBER 13, 2004.

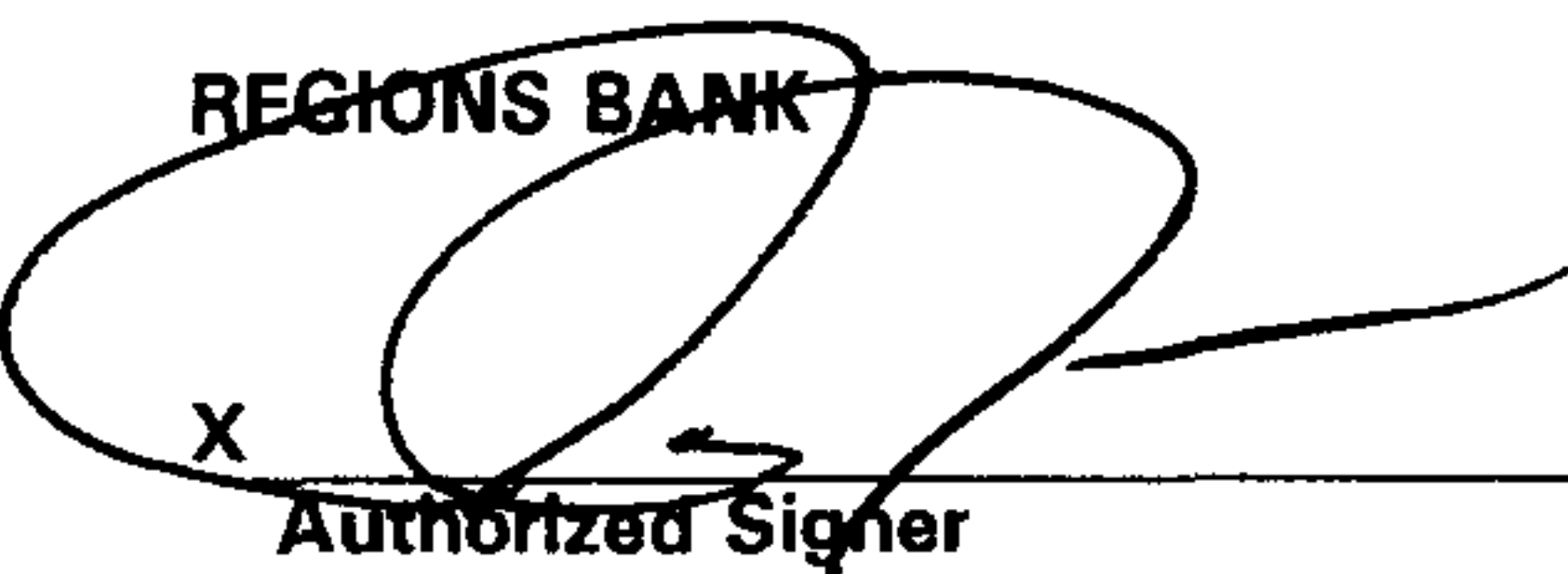
THIS MODIFICATION IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS MODIFICATION IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.

GRANTOR:

X  (Seal)
LUCKY L SCHERER

X  (Seal)
KIMBERLY O SCHERER

LENDER:

REGIONS BANK
X  (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

Name: Joshua W Jones
Address: 2964 PELHAM PARKWAY
City, State, ZIP: PELHAM, AL 35124

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 **LUCKY L SCHERER and KIMBERLY O SCHERER, 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 13th day of October, 2004.

MY COMMISSION EXPIRES JUNE 3, 2008

My commission expires _____

Heather R. Beaty
Notary Public

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 Josh Jones Loan officer 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 13th day of October, 2004.

MY COMMISSION EXPIRES JUNE 3, 2008

My commission expires _____

Heather R. Beaty
Notary Public

EXHIBIT "A"

20041116000627870 Pg 3/3 39.50
Shelby Cnty Judge of Probate, AL
11/16/2004 08:27:00 FILED/CERTIFIED

A parcel of land situated in the SW¹/₄ of the SW¹/₄ of Section 24, Township 21 South, Range 1 West of the Huntsville Meridian, Shelby County, Alabama, being more particularly described as follows: Commence at the Southwest corner of the SW¹/₄ of the SW¹/₄ of Section 24, Township 21 South, Range 1 West; thence run North 03 degrees 00 minutes West along the west line of said Section 24 for a distance of 530.41 feet to the point of beginning; thence North 15 degrees 03 minutes 08 seconds East a distance of 69.80 feet; thence North 02 degrees 19 minutes 36 seconds West a distance of 377.69 feet; thence run South 84 degrees 24 minutes 09 seconds West a distance of 49.78 feet; thence South 02 degrees 19 minutes 25 seconds East a distance of 176.66 feet to the point of beginning. *Let and accept the following parcel:* Commence at the Southwest corner of the SW¹/₄ of the SW¹/₄, Section 24, Township 21 South, Range 1 West; thence North 03 degrees 00 minutes 00 seconds West along the west line of said Section 24 a distance of 530.41 feet to a point on the north boundary line of East Street; thence North 05 degrees 03 minutes 00 seconds East along said north boundary line a distance of 67.30 feet to the point of beginning; thence continue along said north boundary line a distance of 2.30 feet; thence North 02 degrees 19 minutes 36 seconds West a distance of 139.00 feet; thence South 01 degree 16 minutes 14 seconds East a distance of 139.13 feet to the point of beginning.