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MODIFICATION OF MORTGAGE



DOC48002900000290286738000000

THIS MODIFICATION OF MORTGAGE dated October 20, 2004, is made and executed between CHARLES LAMAR VICK, whose address is 551 HIGHWAY 441, WILSONVILLE, AL 35186-8015 and AMANDA VICK aka ONA A VICK, whose address is 551 HIGHWAY 441, WILSONVILLE, AL 35186-8015; HUSBAND AND WIFE (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 June 23, 1994 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

Recorded on 7/1/1994 in the Office of the Judge of Probate, Instrument #1994-20963.

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 551 HIGHWAY 441, WILSONVILLE, AL 35186-8015.

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

Extend maturity date to 10/20/2014.

Charles L. Vick
Principal amount \$15,000.00
Amanda Vick

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 20, 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:

Charles Lamar Vick
CHARLES LAMAR VICK (Seal)

x *Amanda Vick*
AMANDA VICK (Seal)

LENDER:

REGIONS BANK

x *Billy R. Jones*
Authorized Signer (Seal)

This Modification of Mortgage prepared by:

Name: Melinda S. Walker
Address: P.O. BOX 946
City, State, ZIP: COLUMBIANA, AL 35051

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 **CHARLES LAMAR VICK and AMANDA VICK, 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 20th day of Oct, 2004.

Melinda Swalk
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 20th day of Oct, 2004.

MY COMMISSION EXPIRES
MAY 2, 2006

Shady Armstrong
Notary Public

My commission expires _____

SCHEDULE "A"

A parcel of land lying in the NE 1/4 of NE 1/4, Section 30, Township 20 South, Range 2 East, and more particularly described as follows:
Starting at an iron marker at the Northeast corner of said Section 30, run Westerly along the North boundary line of said Section 30 a distance of 539.7 feet to a point on the West right of way line of Shelby County Highway #441 (also called Yellowleaf-Robinson Public Road); thence run Southwesterly along said West right of way of said Highway #441, along a curve to the left, a distance of 91.4 feet to a fence post on said right of way, the point of beginning; thence continue along said West right of way of said Highway #441, along said curve to the left a distance of 375.1 feet to an iron marker on said right of way; thence from a chord to the last said point turn an angle of 70 degrees 52 minutes to the right and run Westerly a distance of 560.5 feet to an iron marker on the West boundary line of said NE 1/4 of NE 1/4; thence turn 90 degrees 00 minutes to the right and run Northerly along said West boundary line of said NE 1/4 of NE 1/4 a distance of 440.0 feet to an iron marker on the South side of a private drive; thence turn 93 degrees 10 minutes right and run Southeasterly along said South side of said private drive a distance of 580.0 feet to a point near a highway drainage pipe; thence turn 26 degrees 02 minutes right and run Southeasterly a distance of 117.5 feet to the point of beginning. Said parcel of land lies in the said NE 1/4 of NE 1/4, Section 30, Township 20 South, Range 2 East, Shelby County, Alabama.