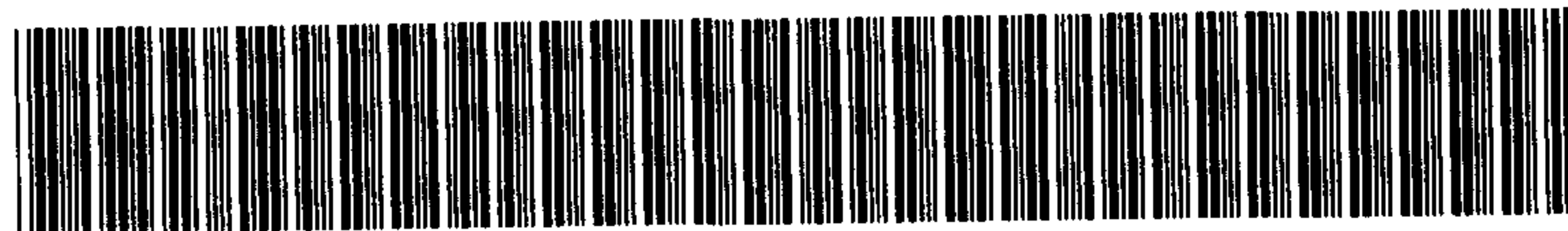


WHEN RECORDED MAIL TO:
Regions Loan Servicing Release
P O Box 4897
Montgomery, AL 36103

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY



MODIFICATION OF MORTGAGE



DOC48002900000290053950000000

THIS MODIFICATION OF MORTGAGE dated December 15, 2004, is made and executed between RANDALL D JONES, whose address is 712 HIGHWAY 333, COLUMBIANA, AL 35051-3908 and RENAY J JONES, whose address is 712 HIGHWAY 333, COLUMBIANA, AL 35051-3908; 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 November 7, 2003 (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

Recorded November 14, 2004, Instrument number 20031114000753210.

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 712 Hwy 333, Columbiana, AL 35051.

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

Note in the principal amount of \$100,000.00, representing new money in the amount of \$18,000.00, due December 30, 2014.

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 DECEMBER 15, 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 Randall D. Jones (Seal)
RANDALL D JONES

x Renay Jones (Seal)
RENAY J JONES

LENDER:

REGIONS BANK

x Billy Jones VP (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

Name: Billy R Jones
Address: P.O. BOX 946
City, State, ZIP: COLUMBIANA, AL 35051

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Alabama)
COUNTY OF Shelby) SS
)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **RANDALL D JONES and RENAY J JONES, 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 15th day of Dec, 20 08.
Melinda Wall
Notary Public

My commission expires MY COMMISSION EXPIRES MARCH 24, 2005

LENDER ACKNOWLEDGMENT

STATE OF Alabama)
COUNTY OF Shelby) SS
)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Billy Jones 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 15th day of Dec, 20 08.
Melinda Wall
Notary Public

My commission expires MY COMMISSION EXPIRES MARCH 24, 2005

County, Alabama, to-wit:

That part of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 1 Range 1 West, Shelby County, Alabama, do Commence at the Northeast corner of said $\frac{1}{4}$ - $\frac{1}{4}$ along the North line of said $\frac{1}{4}$ - $\frac{1}{4}$ Section for feet to the point of intersection with the center right-of-way of a public road, which road is Shelby County Highway #333, and thence turn a 07 minutes to the left and run along the center of-way for a distance of 647.5 feet, and then the left of 80 degrees 22 minutes and run a distance to the Southeasterly margin of the right-of-way road, which is the point of beginning of hereby; thence continue along the same course 252.4 feet to a point; thence turn an angle of 80 degrees and 22 minutes and run a distance of 252.4 feet to a point on the Southeast margin of the right-of-way of said County road; and, thence turn the right of 80 degrees 22 minutes and run along the margin of said right-of-way for a distance of 252.4 feet to the point of beginning.

This is a purchase money mortgage given to secure the purchase price of the above lands.

20050106000007540 Pg 3/3 44.00
Shelby Cnty Judge of Probate, AL
01/06/2005 11:17:00 FILED/CERTIFIED