

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



DOC48002900000290053951000000

THIS MODIFICATION OF MORTGAGE dated December 17, 2004, is made and executed between BOBBY NOLAND BENTLEY, whose address is 143 HWY 311; PO BOX 65, SHELBY, AL 35143-0065 and DIANNE JONES BENTLEY A/K/A DIANE BENTLEY A/K/A DIANNE BENTLEY, whose address is 143 HWY 311; PO BOX 65, SHELBY, AL 35143-0065; 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 January 26, 2004 (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

Recorded February 2, 2004, Instrument No. 2004020200005193, Shelby County, Alabama.

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

THE PART OF THE NE 1/4 OF NE 1/4 LYING EAST OF HIGHWAY NO. 145, SECTION 20, TOWNSHIP 24 NORTH, RANGE 15 EAST, SHELBY COUNTY, ALABAMA; BEING SITUATED IN SHELBY COUNTY, ALABAMA.

The Real Property or its address is commonly known as 143 Hwy 311, Shelby, AL 35143.

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

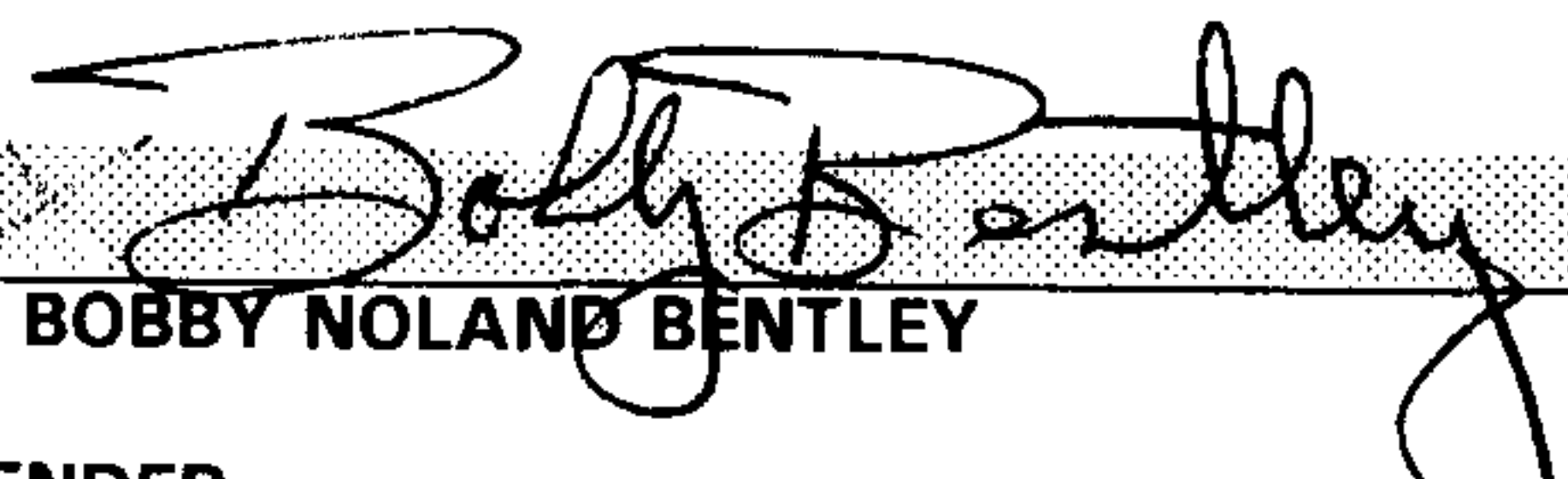
Note in the principal amount of \$160,000.00, representing new money of \$40,000.00, due January 1, 2010.

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 17, 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.

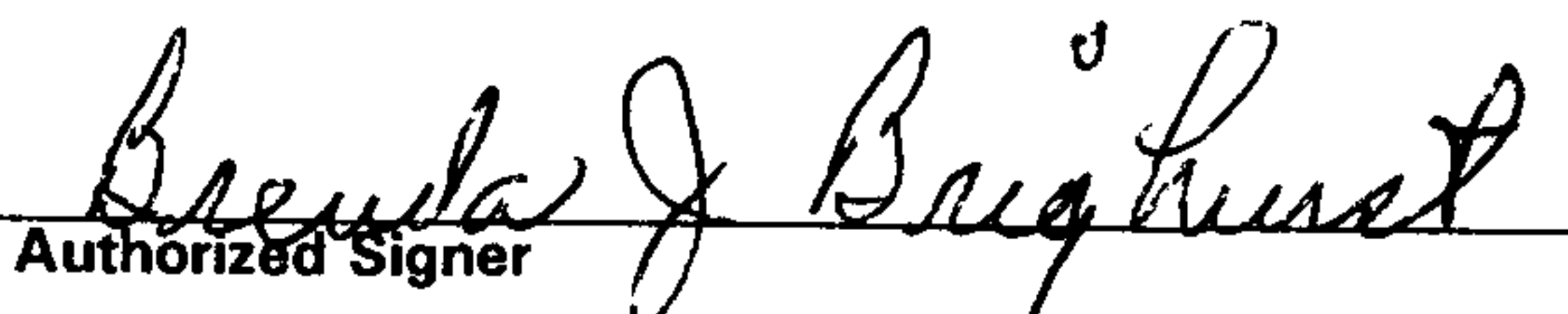
GRANTOR:

x  (Seal)
BOBBY NOLAND BENTLEY

x  (Seal)
DIANNE JONES BENTLEY

LENDER:

REGIONS BANK

x  (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

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

MODIFICATION OF MORTGAGE
(Continued)

Loan No: 02900000290053951

INDIVIDUAL ACKNOWLEDGMENT

20050112000017940 Pg 2/2 74.00
Shelby Cnty Judge of Probate, AL
01/12/2005 08:04:00 FILED/CERTIFIED

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 **BOBBY NOLAND BENTLEY and DIANNE JONES BENTLEY, 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 17th day of Dec, 2005.

[Signature]
Notary Public

MY COMMISSION EXPIRES MARCH 01, 2006

My commission expires _____

LENDER ACKNOWLEDGMENT

STATE OF Alabama)
) SS
COUNTY OF Elmore)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Regions Bank 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 4th day of January, 2005.

[Signature]
Notary Public

My commission expires 3-24-07