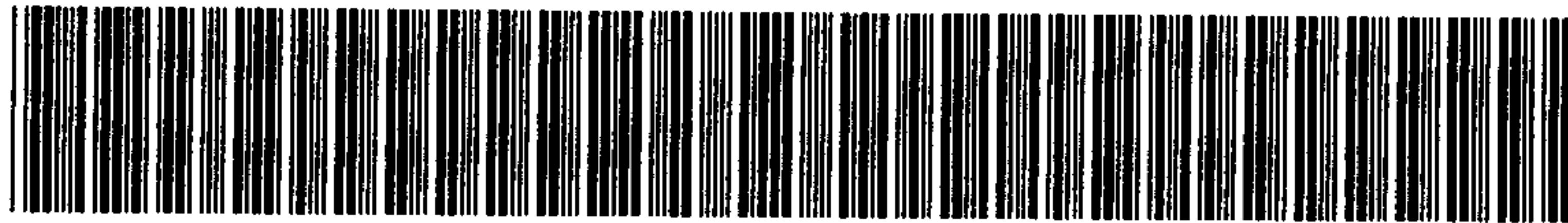


3
WHEN RECORDED MAIL TO:
REGIONS BANK
FIVE POINTS SOUTH
941 20TH STREET SOUTH
BIRMINGHAM, AL 35205

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY



MODIFICATION OF MORTGAGE



DOC48000000334342069089000000

THIS MODIFICATION OF MORTGAGE dated December 15, 2004, is made and executed between DWIGHT G HOUSER, whose address is 2548 WILLOWBROOK CR., BIRMINGHAM, AL 35242-3440; A MARRIED MAN (referred to below as "Grantor") and REGIONS BANK, whose address is 941 20TH STREET SOUTH, BIRMINGHAM, AL 35205 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated June 29, 2001 (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

original filed on 07/10/2001 in the Probate Office in Instrument number 2001-28592.

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

See the exhibit or other description document 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 4917 Bailey Lane, Birmingham, AL 35242.

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

new mortgage amount \$146,459.66.

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 endorers 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 Dwight G Houser (Seal)
DWIGHT G HOUSER

LENDER:

REGIONS BANK
X [Signature] (Seal)
Authorized Signer

This Represents an
increase of
\$ 14417.66
from the original
mortgage.

This Modification of Mortgage prepared by:

Name: Tavie Hunter
Address: 941 20TH STREET SOUTH
City, State, ZIP: BIRMINGHAM, AL 35205

MODIFICATION OF MORTGAGE
(Continued)

Loan No: 00334342069089

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INDIVIDUAL ACKNOWLEDGMENT

STATE OF Alabama)
) SS
COUNTY OF Jefferson)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **DWIGHT G HOUSER, A MARRIED MAN**, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said Modification, he or she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 15th day of December, 2004.
Reba C. Myer
Notary Public

My commission expires 8/7/07

LENDER ACKNOWLEDGMENT

STATE OF Alabama)
) SS
COUNTY OF Jefferson)

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 15th day of December, 2004.
Reba C. Myer
Notary Public

My commission expires 8/7/07

Exhibit A

20050207000060800 Pg 3/3 38.75
Shelby Cnty Judge of Probate, AL
02/07/2005 13:44:00 FILED/CERTIFIED

LEGAL DESCRIPTION

Commence at the Southeast corner of the South $\frac{1}{2}$ of the North $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 15, Township 19 South, Range 2 West, being found in a place (iron pin) and being in accordance with a survey by Alton Young, L.S. #1666, dated October 1960 and also being the point of beginning of the parcel of land herein described; thence run in a Westerly direction along the South boundary line of said South $\frac{1}{2}$ of the North $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of said Section for a distance of 428.6 feet to a point; thence turn 144 degrees 24 minutes 22 seconds to the right and run in a Northeasterly direction along the Southeast side of an unpaved road for a distance of 523.2 feet to the point of intersection with the East boundary line of said South $\frac{1}{2}$ of North $\frac{1}{2}$ of Southeast $\frac{1}{4}$ of Northwest $\frac{1}{4}$ of Section 15, Township 19 South, Range 2 West, being an iron pin found in place; thence proceed in a Southerly direction along the said East boundary line of said South $\frac{1}{2}$ of North $\frac{1}{2}$ of Southeast $\frac{1}{4}$ of Northwest $\frac{1}{4}$ of said Section for a distance of 304.53 feet to the point of beginning. Situated in Shelby County, Alabama. Said parcel is lying in the South $\frac{1}{2}$ of North $\frac{1}{2}$ of Southeast $\frac{1}{4}$ of Northwest $\frac{1}{4}$ of Section 15, Township 19 South, Range 2 West.