WHEN RECORDED MAIL TO: **REGIONS BANK** SHELBY COUNTY REAL ESTATE 2964 PELHAM PARKWAY PELHAM, AL 35124

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY



MODIFICATION OF MORTGAGE



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THIS MODIFICATION OF MORTGAGE dated February 18, 2005, is made and executed between THE GRAYSTONE LLC, whose address is 2539 JOHN HAWKINS PARKWAY, HOOVER, AL 35244-3555; A LIMITED LIABILITY COMPANY (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 11, 2004 (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

Recorded date 05/11/2004 in Instrument #20040601000291590 with the Judge of Probate Office.

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

Lot 8A, according to a Resurvey of Lots 8 and 9 Final Plat Grand Oaks, as recorded in Map Book 32, page 46, in the Probate Office of Shelby County, Alabama

The Real Property or its address is commonly known as Lot 8 Grand Oaks Drive, Bessemer, AL 35022.

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

Principal increase from \$256,875.00 to \$312,000.00.

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 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 FEBRUARY 18, 2005.

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:

THE GRAYSTONE GROUP

GRAYSTONE GROUP

THE

LENDER:

REGIONS BANK

Authorized Signer

(Seat)

This Modification of Mortgage prepared by:

Name: Angelia Daw

Address: 2964 PELHAM PARKWAY City, State, ZIP: PELHAM, AL 35124

MODIFICATION OF MORTGAGE (Continued)

	IPANY ACKNOWLEDGMENT
STATE OF alabama	
) SS
COUNTY OF Sheller)
I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that MICHAEL J BENNETT, Manager of THE GRAYSTONE GROUP LLC, a limited liability company, 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, he or she, as such manager and with full authority, executed the same voluntarily for and as the act of said limited liability company.	
Given under my hand and official seal this/	lay of Jelhung , 29 05.
NOTARY PUBLIC STATE OF ALABAMA AT LANGE MY COMMISSION EXPIRES: John 3. 2007 3000ED THRU NOTARY SUPUR DESCRIBINGENCE	Media Ruckly Notary Public
My commission expires	
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LENDER ACK	NOWLEDGMENT
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STATE OF Clabana	
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STATE OF Clabarna COUNTY OF Sulby L. the undersigned authority, a Notary-Public in and for said county in) ss) said state, hereby certify that Royald B. Roberts for
COUNTY OF Sulface I, the undersigned authority, a Notary Public in and for said county in a corporate acknowledged before the on this day that, being informed of the confull authority, executed the same voluntarily for and as the act of said) sss) said state, hereby certify that Royald B. Roberts Surjon, is signed to the foregoing Modification and who is known to me, stents of said Modification of Mortgage, he or she, as such officer and with
COUNTY OF Sulfation I, the undersigned authority, a Notary Public in and for said county in a corporate acknowledged before one on this day that, being informed of the confull authority, executed the same voluntarily for and as the act of said county in the confull authority, executed the same voluntarily for and as the act of said county in the confull authority.) sss) said state, hereby certify that Roberts Surjon, is signed to the foregoing Modification and who is known to me, stents of said Modification of Mortgage, he or she, as such officer and with
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