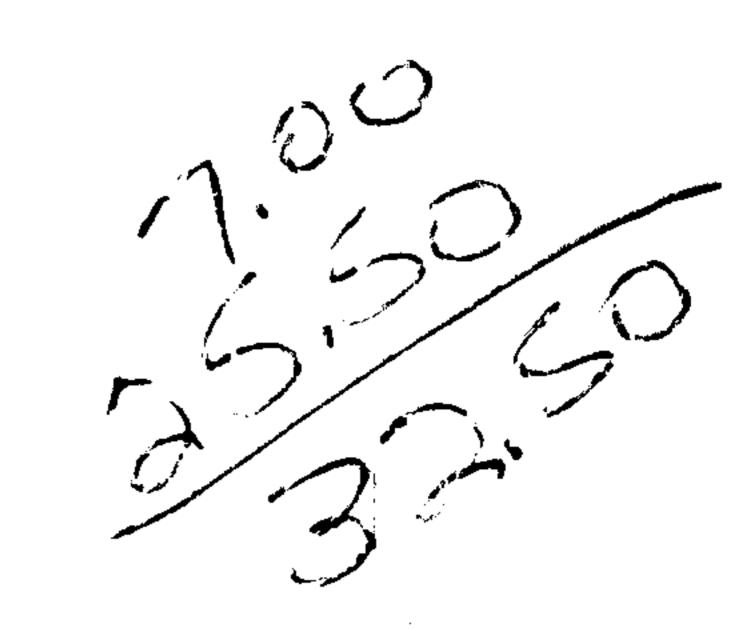


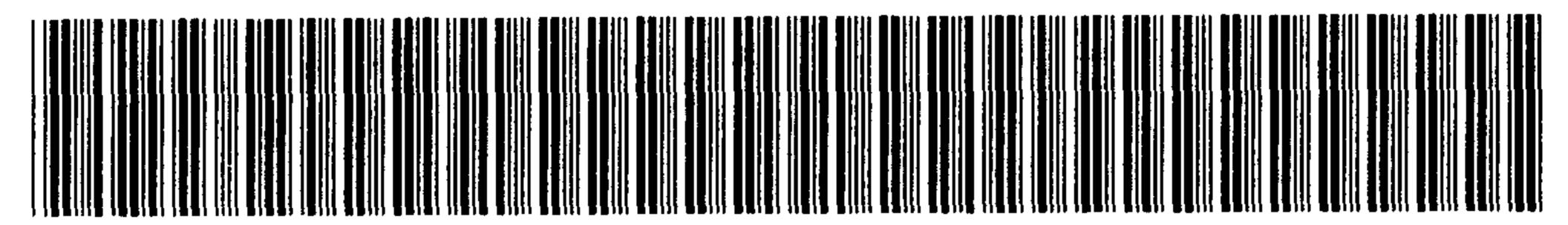
WHEN RECORDED MAIL TO:
Regions Loan Servicing Release
P O Box 4897
Montgomery, AL 36103



SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY



MODIFICATION OF MORTGAGE



DOC48001600000160028740000000

THIS MODIFICATION OF MORTGAGE dated March 28, 2005, is made and executed between WAYNE SCOTT SIMPSON, whose address is 4048 BENT RIVER LN, BIRMINGHAM, AL 35216-6802 and PATRICIA E SIMPSON, whose address is 4048 BENT RIVER LN, BIRMINGHAM, AL 35216-6802; HUSBAND AND WIFE (referred to below as "Grantor") and REGIONS BANK, whose address is 711 2ND AVENUE SW, CULLMAN, AL 35055 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated June 22, 2004 (the "Mortgage") which has been recorded in Jefferson County, State of Alabama, as follows:

SHELBY COUNTY, ALABAMA

Recorded June 25, 2004, Instrument Number 20040625000348090, Jefferson County, Georgia.

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

LOT 14-A, ACCORDING TO THE MAP AND SURVEY OF BENT RIVER COMMONS, 1ST SECTOR, AS RECORDED IN MAP BOOK 22, PAGE 56, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

The Real Property or its address is commonly known as 4048 BENT RIVER LN, BIRMINGHAM, AL 35216-6802.

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

Note in the principal amount of \$45,000.00, representing new money of \$17,000.00, due April 12, 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 MARCH 28, 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:

WAYNE SCOTT SIMPSOI

LENDER:

REGIONS BANK

Authorized Signer

PATRICIA E SIMPSON

_{Seal}

This Modification of Mortgage prepared by:

Name: Earlene P Love, Servicing Officer Address: 711 2ND AVENUE SW City, State, ZIP: CULLMAN, AL 35055

Wy commission expires ____

MODIFICATION OF MORTGAGE (Continued)

Page 2

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 WAYNE SCOTT SIMPSON and PATRICIA E SIMPSON, 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 My commission expires LENDER ACKNOWLEDGWENT) SS **COUNTY OF** 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 corporations. Given under my hand and official seal this

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