WHEN RECORDED MAIL TO:
Regions Loan Servicing Release
P O Box 4897

Montgomery, AL 36103

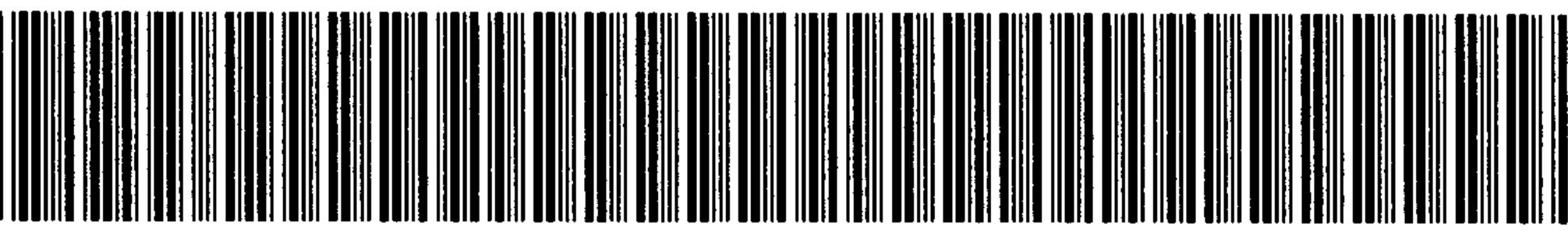
SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

REGIONS & SM BANK

RECEIVED
NOV 1 B 2006

MODIFICATION OF MORTGAGE

REAL ESTATE PERFECTION



DOC48002900000290052616000000

THIS MODIFICATION OF MORTGAGE dated October 16, 2006, is made and executed between JESS WILLARD RAWLS JR, AKA JESS W RAWLS, whose address is 8 PINEHURST GRN, SHOAL CREEK, AL 35242-5931 and KAY FLORI RAWLS, AKA KAY F RAWLS, whose address is 8 PINEHURST GRN, SHOAL CREEK, AL 35242-5931; Husband and Wife (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 April 4, 2001 (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

RECORDED 05-11-2001 INSTRUMENT NUM: 200119194 SHELBY COUNTY ALABAMA.

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 8 PINEHURST GREEN, SHOAL CREEK, AL 35242.

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

NOTE IN THE PRINCIPAL AMOUNT OF \$225,000.00, REPRESENTING NEW MONEY OF \$27,000.00.

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 OCTOBER 16, 2006.

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:

Much plus

JESS WILLARD KAWLS JH

LENDER:

(Seal)

KAY FLORI RAWLS

(Seal)

REGIONS BANK

Authorized Signer

(Seal)

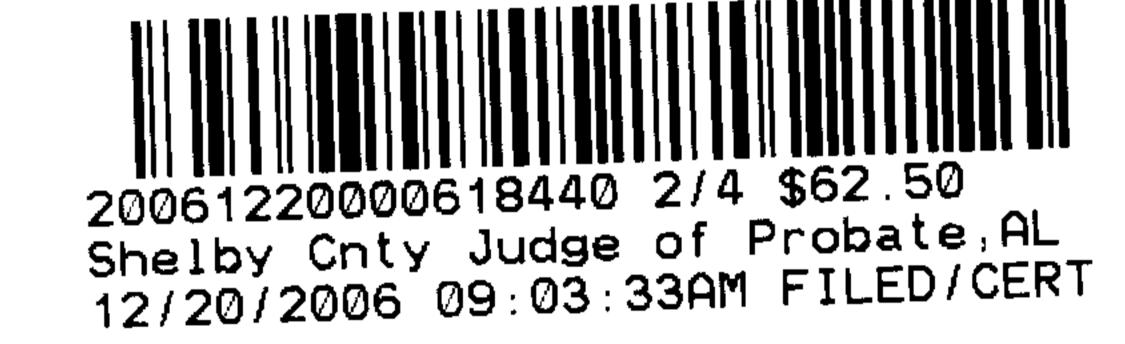
This Modification of Mortgage prepared by:

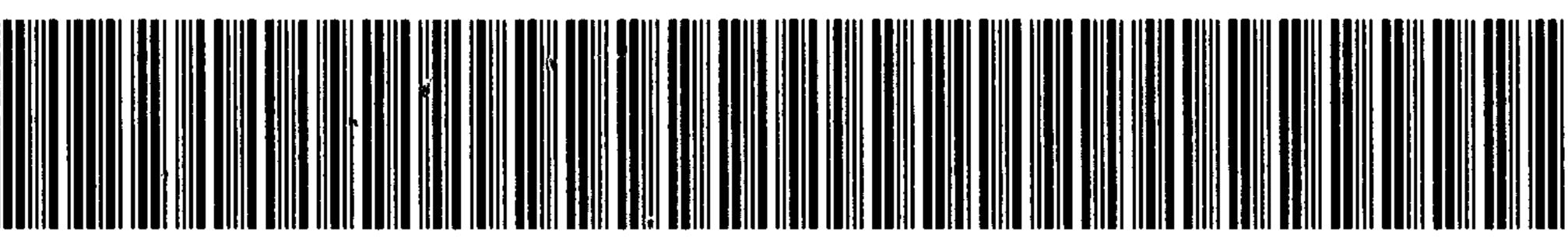
Name: SEYBOLD DEBORAH L Address: 2964 PELHAM PARKWAY City, State, ZIP: PELHAM, AL 35124

MODIFICATION OF MORTGAGE (Continued)

INDIVIDUAL ACKNOWLEDGMENT KATIE LETT, NOTARY PUBLIC ALABAMA STATE AT LARGE SS MY COMMISSION EXPIRES APRIL 3, 2010 I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that JESS WILLARD RAWLS JR and KAY FLORI RAWLS, 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 (MM), 20(0) LENDER ACKNOWLEDGMENT KATIE LETT, NOTARY PUBLIC ALABAMA STATE AT LARGE MY COMMISSION EXPIRES APRIL 3, 2010 I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Deboto 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

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EXHIBIT "A"

This EXHIBIT "A" is attached to and by this reference is made a part of the Modification of Mortgage, dated October 16, 2006, and executed in connection with a loan or other financial accommodations between REGIONS BANK and JESS WILLARD RAWLS JR and KAY FLORI RAWLS.

REMINDER TO LENDER TO ADD LEGAL DESCRIPTION..

THIS EXHIBIT "A" IS EXECUTED ON OCTOBER 16, 2006.

GRANTOR:

JESS WILLARD RAWLS JR

(Seal)

KAY FLORI RAWLS

(Seal)

LENDER:

REGIONS BANK

Authorized Signer

(Seal)

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20061220000618440 3/4 \$62.50

Shelby Cnty Judge of Probate, AL 12/20/2006 09:03:33AM FILED/CERT

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20061220000618440 4/4 \$62.50 Shelby Cnty Judge of Probate, AL 12/20/2006 09:03:33AM FILED/CERT

Exhibit

Lot 37-A, According To A Resurvey of Lots 29, 30, 31, 36 and 37 of Shoal Creek, As Recorded in Map Book 25, Page 64, in The Probate Office Of Shelby County, Alabama.

Rawls