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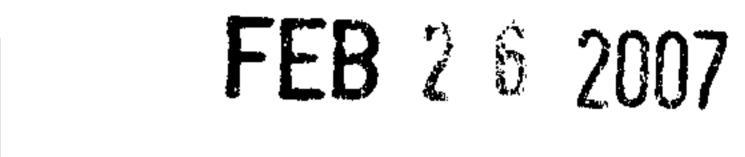
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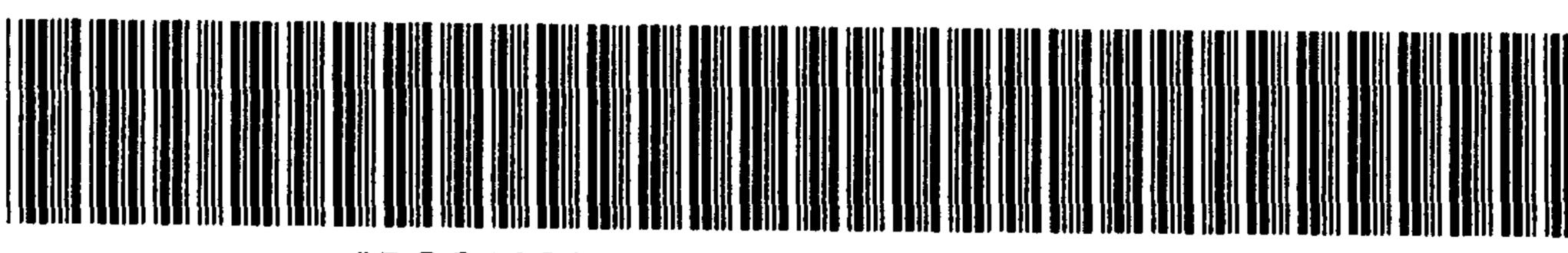
REGIONS & SM BANK

MODIFICATION OF MORTGAGE

RECEIVED



REAL ESTATE PERFECTION



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THIS MODIFICATION OF MORTGAGE dated February 14, 2007, is made and executed between ROBIN C NORSWORTHY, whose address is 510 PINEVIEW ROAD, MONTEVALLO, AL 35115-3929 and JOE L NORSWORTHY, whose address is 510 PINEVIEW ROAD, MONTEVALLO, AL 35115-3929; Husband and Wife (referred to below as "Grantor") and REGIONS BANK, whose address is 910 N. MAIN STREET, MONTEVALLO, AL 35115 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated March 19, 2004 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

Recorded 03-26-2004 - Instrument Number 20040326000158480 Shelby County AL.

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

See ATTACCHED EXHIBIT, 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 510 PINEVIEW ROAD, MONTEVALLO, AL 351153929.

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

Note in the Principal Amount of \$ 45,000.00 - New Money of \$ 20,250.00 - Gurrent Margin 1.00 - New Margin - .62500. 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 14, 2007.

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:

JOE L NORSWORTHY

(Seal)

LENDER:

REGIONS BANK

Authorized Signer

(Seal)

(Seal)

This Modification of Mortgage prepared by:

Name: KENNETH W JONES Address: 910 N. MAIN STREET

City, State, ZIP: MONTEVALLO, AL 35115

MODIFICATION OF MORTGAGE (Continued)

INDIVIDUAL ACKNOWLEDGMENT		
STATE OF Clabana)	20070306000101210 2/3 \$84.50
COUNTY OF Shelly) SS)	Shelby Cnty Judge of Probate, AL 03/06/2007 12:34:44PM FILED/CERT
I, the undersigned authority, a Notary Public in and for NORSWORTHY, Husband and Wife, whose names are sign on this day that, being informed of the contents of said Months.	inea to the tareaaina instriin	hereby certify that ROBIN C NORSWORTHY and JOE L
Given under my hand and official seal this	11	$\frac{1}{1}$ same voluntarily on the day the same bears date. $\frac{1}{1}$
My commission expires		Notary Public
LENDER ACKNOWLEDGMENT		
STATE OF Colors)) 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 corporation. Given under my hand and official seal this Aday of Aday		
My commission expres		Notary Public Public

LASER PRO Lending, Ver. 5.34.00.003 Copr. Harland Financial Solutions, Inc. 1997, 2007. All Rights Reserved. - AL R:\CFI\LPL\G201.FC TR-417247 PR-CL40

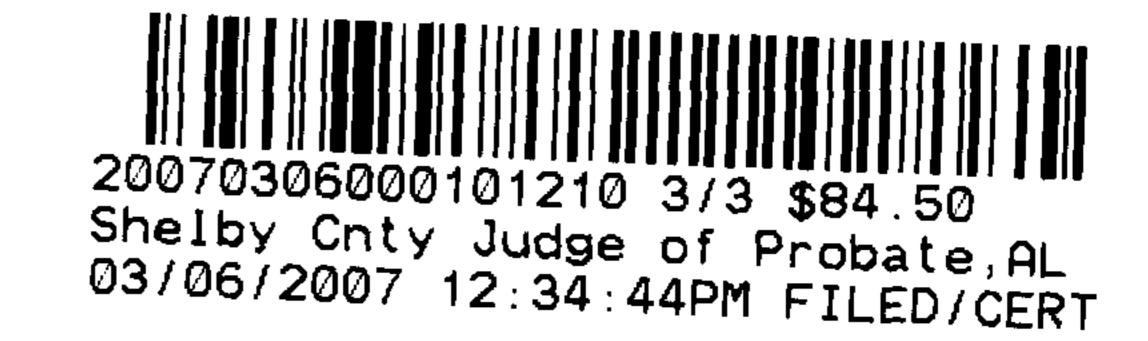


EXHIBIT "A" LEGAL DESCRIPTION

Lot 2 and 3, in Block 6, according to the Survey of Arden Subdivision, as recorded in Map Book 3, Page 64, in the Probate Office of Shelby County, Alabama. ALSO, Beginning at the Southeast comer of said Lot 3, of Block 6, of the Arden Subdivision as recorded in Map Book 3, Page 64, Probate Office of Shelby County, Alabama and run thence North 29 degrees 37 minutes 43 seconds East along the East line of said Lot 3 a distance of 282.50 feet to a found old iron corner on the southerly margin of Pineview Road; thence run South 89 degrees 33 minutes 23 seconds East along the Southerly margin of said Pineview Road a distance of 97,36 feet to a found old iron corner; thence run South 29 degrees 37 minutes 43 seconds West, a distance of 330.00 feet to a found old iron corner; thence run North 60 degrees 21 minutes 18 seconds West a distance of 85.00 feet to the point of beginning.

According to the survey of S. M. Allen, dated February 9, 2004,