

10/04

WHEN RECORDED MAIL TO:
AmSouth Bank
Attn: Sheila Cook
P.O. Box 830734
Birmingham, AL 35283

20022681601550
070499782698

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated October 2, 2002, is made and executed between JOANN R. BRASHER, A/K/A SARAH J. BRASHER, whose address is 1516 HIGHWAY 83, VINCENT, AL 35178 and R. PAIGE BRASHER, whose address is 1516 HIGHWAY 83, VINCENT, AL 35178; both unmarried (referred to below as "Grantor") and AmSouth Bank, whose address is 102 Inverness Plaza, Birmingham, AL 35243 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated April 18, 2002 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

APRIL 30, 2002 SHELBY COUNTY INST# 20020430000202780 AND MODIFIED ON OCTOBER 02, 2002.

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 1516 HIGHWAY 83, VINCENT, AL 35178.

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

The Credit Limit or maximum principal indebtedness secured by the Mortgage (excluding finance charges, any temporary overages, other charges and any amounts expended or advanced as provided in the Mortgage) is hereby increased from \$10,000.00 to \$30,000.00.

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 2, 2002.

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 Joann R. Brasher (Seal)
JOANN R. BRASHER, Individually

X R. Paige Brasher (Seal)
R. PAIGE BRASHER, Individually

LENDER:

X [Signature] (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

Name: TINA MINOR
Address: P.O. BOX 830721
City, State, ZIP: BIRMINGHAM, AL 35283

MODIFICATION OF MORTGAGE
(Continued)

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Alabama)
) SS
COUNTY OF Shelby)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that JOANN R. BRASHER and R. PAIGE BRASHER, both unmarried, 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 24th day of October, 2002.

[Signature]
Notary Public

My commission expires **NOTARY PUBLIC STATE OF ALABAMA AT LARGE**
MY COMMISSION EXPIRES Oct 17, 2002
BEFORE THE NOTARY PUBLIC

LENDER ACKNOWLEDGMENT

STATE OF Alabama)
) SS
COUNTY OF at Large)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Amy Stage a corporation, is signed to the foregoing and who is known to me, acknowledged before me on this day that, being informed of the contents of said, 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 4th day of October, 2002.

[Signature]
Notary Public

My commission expires **MY COMMISSION EXPIRES**
December 11, 2002

FROM THE NORTHEAST CORNER OF THE SE1/4 OF THE SE1/4 OF SECTION 17,
TOWNSHIP 19 SOUTH, RANGE 2 EAST, SHELBY COUNTY, ALABAMA; PROCEED
SOUTH 89 DEGREES 58 MINUTES WEST ALONG THE SOUTH BOUNDARY OF SAID
QUARTER-QUARTER SECTION LINE A DISTANCE OF 1027.8 FEET TO A POINT IN
THE CENTER OF A COUNTY PAVED ROAD; THENCE PROCEED NORTH 30 DEGREES
51 MINUTES WEST ALONG SAID CENTERLINE FOR A DISTANCE OF 549.50 FEET;
THENCE CONTINUE NORTH 30 DEGREES 51 MINUTES WEST FOR A DISTANCE OF
210.0 FEET; THENCE PROCEED NORTH 65 DEGREES 09 MINUTES EAST FOR A
DISTANCE EAST FOR A DISTANCE OF 40.21 FEET TO THE POINT ON THE EASTERLY
RIGHT OF WAY LINE OF SAID COUNTY PAVED ROAD, SAID POINT BEING THE
POINT OF BEGINNING OF HEREIN DESCRIBED PARCEL OF LAND; THENCE
CONTINUE NORTH 65 DEGREES 09 MINUTES EAST FOR A DISTANCE OF 210.0 FEET;
THENCE PROCEED SOUTH 30 DEGREES 51 MINUTES EAST AND PARALLEL TO THE
CENTERLINE OF SAID COUNTY ROAD FOR A DISTANCE OF 210.0 FEET; THENCE
PROCEED SOUTH 65 DEGREES 09 MINUTES WEST AND PARALLEL TO THE NORTH
BOUNDARY OF HEREIN DESCRIBED PARCEL OF LAND FOR A DISTANCE OF 210.0
FEET TO A POINT ON THE EASTERLY RIGHT OF WAY BOUNDARY OF SAID
COUNTY PAVED ROAD; THENCE PROCEED NORTH 30 DEGREES 51 MINUTES WEST
AND PARALLEL TO THE EAST BOUNDARY OF SAID PARCEL OF LAND A DISTANCE
OF 210.0 FEET TO THE POINT OF BEGINNING OF HEREIN DESCRIBED PARCEL OF
LAND CONTAINING 1.01 ACRE. THE ABOVE DESCRIBED PARCEL OF LAND IS
LOCATED IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF
SECTION 17, TOWNSHIP 19 SOUTH, RANGE 2 EAST, SHELBY COUNTY, ALABAMA.