

6/23

WHEN RECORDED MAIL TO:



PATTERSON, EDWARD L

Record and Return To:
Integrated Loan Services
600-A N John Rodes Blvd.
Melbourne, FL 32934

20041660941180
070499978122

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

32.00

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated June 21, 2004, is made and executed between **EDWARD L PATTERSON**, whose address is 13880 HIGHWAY 25, CALERA , AL 35040 and **SHARON PATTERSON**, whose address is 13880 HIGHWAY 25, CALERA , AL 35040; husband and wife (referred to below as "Grantor") and **AmSouth Bank**, whose address is 1235 First Street North, Alabaster, AL 35007 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated June 2, 2003 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED ON 06/16/2003 IN SHELBY COUNTY, AL INSTRUMENT NO. 20030616000377760 AND MODIFIED ON 06/21/2004.

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 13880 HIGHWAY 25, CALERA , AL 35040.

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 \$20,000.00 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 JUNE 21, 2004.

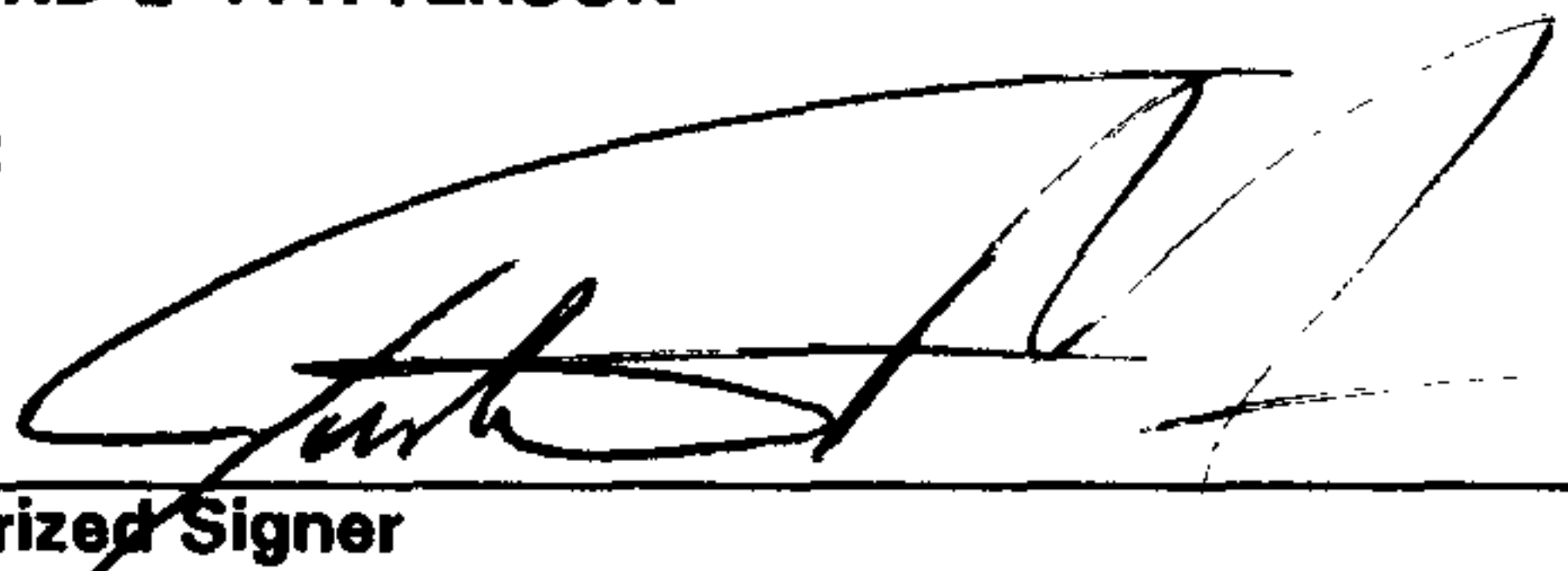
THIS MODIFICATION IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS MODIFICATION IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.

GRANTOR:

X  (Seal)
EDWARD L PATTERSON

X  (Seal)
SHARON PATTERSON

LENDER:

X  (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

Name: JOAN KAMAU
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 EDWARD L PATTERSON and SHARON PATTERSON, 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 21 day of June, 2004.
Kimberly Dean Payne
Notary Public

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Oct 21, 2007
BONDED THRU NOTARY PUBLIC UNDERWRITERS

LENDER 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 Ansouth 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 21 day of June, 2004.
Kimberly Dean Payne
Notary Public

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Oct 21, 2007
BONDED THRU NOTARY PUBLIC UNDERWRITERS

SCHEDULE "A"

THE FOLLOWING DESCRIBED REAL ESTATE, TO-WIT:

COMMENCE AT THE NE CORNER OF THE SW ¼ OF THE NW ¼ OF SECTION 13, TOWNSHIP 22 SOUTH, RANGE 2 WEST, SHELBY COUNTY, ALABAMA; THENCE SOUTH 366.7 FEET TO A POINT ON THE NORTHWESTERLY R. O. W. OF L & N RAILROAD; THENCE SOUTH 36 DEGREES 19 MINUTES WEST, 159.63 FEET ALONG SAID R. O. W. TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID R. O. W., SOUTH 36 DEGREES 19 MINUTES 00 SECONDS WEST, 308.50 FEET; THENCE NORTH 53 DEGREES 50 MINUTES 07 SECONDS WEST 420.16 FEET TO THE SOUTHEASTERLY R. O. W. ON A CHORD BEARING OF NORTH 35 DEGREES 09 MINUTES 05 SECONDS EAST 307.50 FEET TO AN IRON PIN; THENCE SOUTH 53 DEGREES 50 MINUTES 30 SECONDS EAST, 426.44 FEET OF THE POINT OF BEGINNING. ACCORDING TO THE SURVEY OF MICHAEL G. MOATES, DATED AUGUST 13, 1996.

KNOWN: 13880 HIGHWAY 25