



WHEN RECORDED MAIL TO:



WOOD, DAVID R

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

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

432713 2000012834
20041751011340

69.80

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated July 13, 2004, is made and executed between **DAVID R WOOD**, whose address is **1441 HIGHWAY 45, STERRETT, AL 35147**; 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 July 26, 2002 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED AUGUST 8 2002, SHELBY COUNTY ALABAMA, INSTRUMENT #20020808000373820
MODIFIED JULY 13 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 **1441 HIGHWAY 45, STERRET, AL 35147.**

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 \$43,800.00 to \$79,000.00.

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 JULY 13, 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)
DAVID R WOOD

LENDER:

X  (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

Name: SUZANNE COKER
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 **DAVID R WOOD, unmarried**, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said Modification, he or she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 13th day of July, 2004.
[Signature]
Notary Public

My commission expires 1-17-2008

LENDER ACKNOWLEDGMENT

STATE OF Shelby, Alabama)
) SS
COUNTY OF Shelby)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Leek, Bents 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 13th day of July, 2004.
[Signature]
Notary Public

My commission expires 1-17-2008

SCHEDULE "A"

THE FOLLOWING DESCRIBED REAL ESTATE, SITUATED IN SHELBY COUNTY, ALABAMA, TO-WIT:

A PARCEL OF LAND SITUATED SOUTH OF SHELBY COUNTY HIGHWAY NO. 45 AND IN THE SE $\frac{1}{4}$ OF THE NE $\frac{1}{4}$ OF SECTION 23, TOWNSHIP 18 SOUTH, RANGE 1 EAST, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FROM THE SOUTHWEST CORNER OF THE NE $\frac{1}{4}$ OF THE SE $\frac{1}{4}$ OF SECTION 23, TOWNSHIP 18 SOUTH, RANGE 1 EAST, THENCE RUN NORTHERLY ALONG THE $\frac{1}{4}$ - $\frac{1}{4}$ LINE A DISTANCE OF 2315.26 FEET, MORE OR LESS, TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF HIGHWAY NO. 45, WHICH LIES 40 FEET DISTANT FROM AND PARALLEL TO THE CENTERLINE OF THE ROAD; THENCE TURN LEFT INTERIOR ANGLE OF 84 DEGREES 43' 12" AND RUN SOUTHEASTERLY ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 169.08 FEET, MORE OR LESS, TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 2824.79 FEET, AND A CENTRAL ANGLE OF 0 DEGREES 37' 38"; THENCE CONTINUE SOUTHEASTERLY ALONG SAID RIGHT OF WAY LINE AND ALONG SAID CURVE A DISTANCE OF 30.92 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID RIGHT OF WAY LINE AND SAID CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 2824.79 FEET; AND A CENTRAL ANGLE OF 4 DEGREES 00' 58" A DISTANCE OF 198.00 FEET TO A POINT; THENCE TURN A LEFT INTERIOR ANGLE OF 99 DEGREES 55' 24" FROM TANGENT AND RUN SOUTH PARALLEL WITH SAID $\frac{1}{4}$ - $\frac{1}{4}$ LINE A DISTANCE OF 295.28 FEET MORE OR LESS, TO A POINT ON THE NORTH EDGE OF PUBLIC ROAD LYING APPROXIMATELY 8.5 FEET DISTANT FROM THE CENTERLINE OF SAID ROAD; THENCE TURN A LEFT INTERIOR ANGLE OF 89 DEGREES 35' 43" AND RUN WESTERLY PARALLEL WITH SAID ROAD, A DISTANCE OF 27.85 FEET TO THE POINT OF CURVATURE OF A CURVE, TO THE LEFT SAID CURVE HAVING A RADIUS OF 360.50 FEET, AND A CENTRAL ANGLE OF 20 DEGREES 41' 04"; THENCE CONTINUING PARALLEL TO SAID ROAD AND ALONG SAID CURVE A DISTANCE OF 130.14 FEET, MORE OR LESS, TO THE POINT OF TANGENCY; THENCE CONTINUE SOUTHWESTERLY, PARALLEL WITH SAID ROAD A DISTANCE OF 39.65 FEET, MORE OR LESS, TO A POINT; THENCE TURN A LEFT INTERIOR ANGLE OF 181 DEGREES 45' 30" AND CONTINUE 3.81 FEET ALONG SAID ROAD TO A POINT; THENCE TURN A LEFT INTERIOR ANGLE OF 67 DEGREES 57' 43" AND RUN NORTHERLY PARALLEL WITH SAID $\frac{1}{4}$ - $\frac{1}{4}$ LINE A DISTANCE OF 359.86 FEET, MORE OR LESS, TO THE POINT OF BEGINNING, MAKING A CLOSER INTERIOR ANGLE TO TANGENT OF 84 DEGREES 05' 34".

KNOWN: 1441 HIGHWAY 45

PARCEL: 046230000001001