



WHEN RECORDED MAIL TO:

AmSouth Bank
Attn: Sheila Cook
P.O. Box 830734
Birmingham, AL 35283

20041591030470
070499004853
SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated July 20, 2004, is made and executed between E L TRINKLE, A/K/A E. L. TRINKLE III, whose address is 5121 MEADOW BROOK RD, BIRMINGHAM, AL 35242 and CATHERINE G. TRINKLE, whose address is 5121 MEADOW BROOK RD, BIRMINGHAM, AL 35242; husband and wife (referred to below as "Grantor") and AmSouth Bank, whose address is 200 Corporate Ridge North, Birmingham, AL 35242 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated December 21, 1992 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED ON 1-14-93 IN SHELBY COUNTY, ALABAMA INSTRUMENT NUMBER 1993-01317 AND MODIFIED ON 4-25-95 AND RECORDED ON 11-3-95 INSTRUMENT NUMBER 1995-31729 AND MODIFIED ON 1-4-99 AND RECORDED ON 1-28-99 INSTRUMENT NUMBER 1999-03809 AND MODIFIED ON 7-20-04 .

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

LOT 4, ACCORDING TO THE SURVEY OF MEADOW BROOK, TENTH SECTOR, AS RECORDED IN MAP BOOK 11, PAGE 27, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

The Real Property or its address is commonly known as 5121 MEADOW BROOK RD, BIRMINGHAM, AL 35242.

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 \$150,000.00 to \$256,000.00.

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 20, 2004.

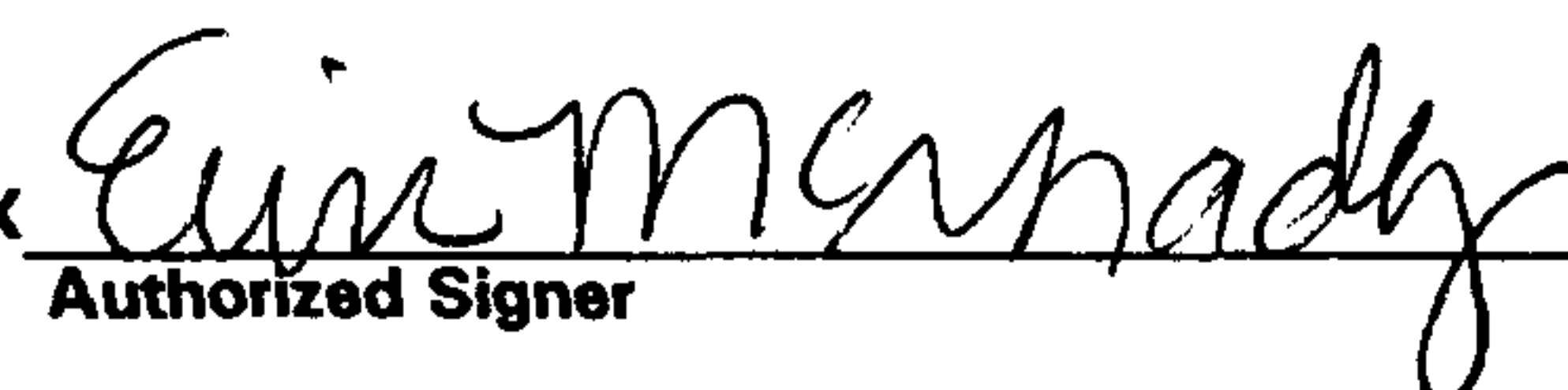
THIS MODIFICATION IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS MODIFICATION IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.

GRANTOR:

X  (Seal)
E L TRINKLE

X  (Seal)
CATHERINE G. TRINKLE

LENDER:

X  (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

Name: ADRIENNE REYES
Address: P.O. BOX 830721
City, State, ZIP: BIRMINGHAM, AL 35283

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 E L TRINKLE and CATHERINE G. TRINKLE, 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 20 day of July, 2004.

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Apr 4, 2007
BONDED THRU NOTARY PUBLIC UNDERWRITERS

Elin McNady
Notary Public

My commission expires _____

LENDER ACKNOWLEDGMENT

STATE OF Alabama)
) SS
COUNTY OF Shelby)

20040803000429240 Pg 2/2 175.00
Shelby Cnty Judge of Probate, AL
08/03/2004 09:26:00 FILED/CERTIFIED

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that E L Trinkle
Catherine G. Trinkle 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 20 day of July, 2004.

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Apr 4, 2007
BONDED THRU NOTARY PUBLIC UNDERWRITERS

Elin McNady
Notary Public

My commission expires _____