

04/05

WHEN RECORDED MAIL TO:

AmSouth Bank
Attn: Larry Daniels
P.O. Box 830721
Birmingham, AL 35283

20010671321120
070499402834

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated March 28, 2001, is made and executed between J. FIELDING PIERCE, whose address is 355 COUNTY RD 338, CHELSEA, AL 35043 and ANNE L. PRICE, whose address is 355 COUNTY RD 338, CHELSEA, AL 35043; husband and wife (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 November 15, 1999 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED ON 3/16/2000 IN SHELBY COUNTY, ALABAMA IN INSTRUMENT# 2000-08436.

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 355 COUNTY RD 338, CHELSEA, AL 35043.

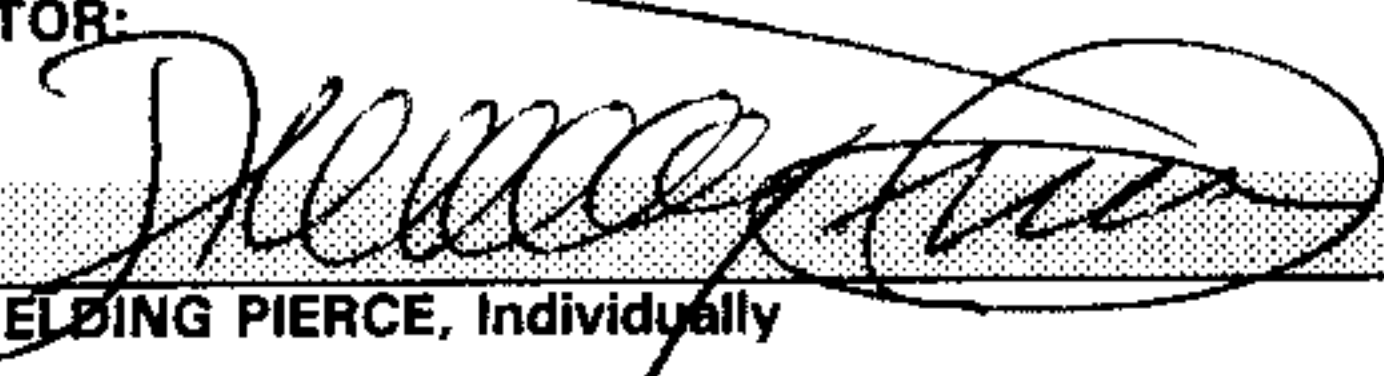
MODIFICATION. Lender and Grantor hereby modify the Mortgage as follows:

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 to \$33,855.

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 MARCH 28, 2001. 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)
J. FIELDING PIERCE, Individually

X  (Seal)
ANNE L. PIERCE, Individually

LENDER:

X  (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

Name: ANDREA LOCKHART
Address: P.O. BOX 830721
City, State, ZIP: BIRMINGHAM, AL 35283

Inst # 2001-13905

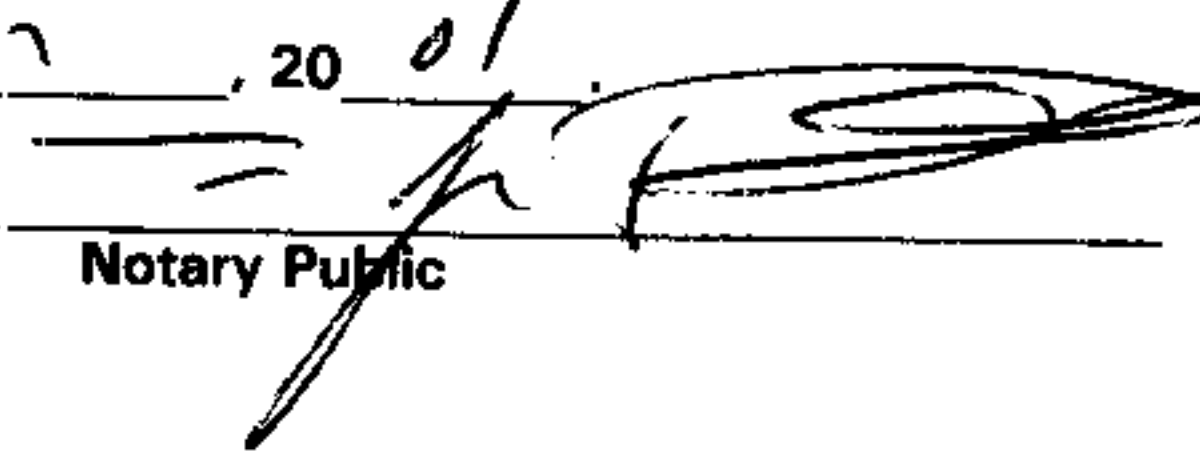
04/12/2001-13905
08:56 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 MB 37.85

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 J. FIELDING PIERCE and ANNE L. PIERCE, 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 28 day of March, 20 01.

Notary Public

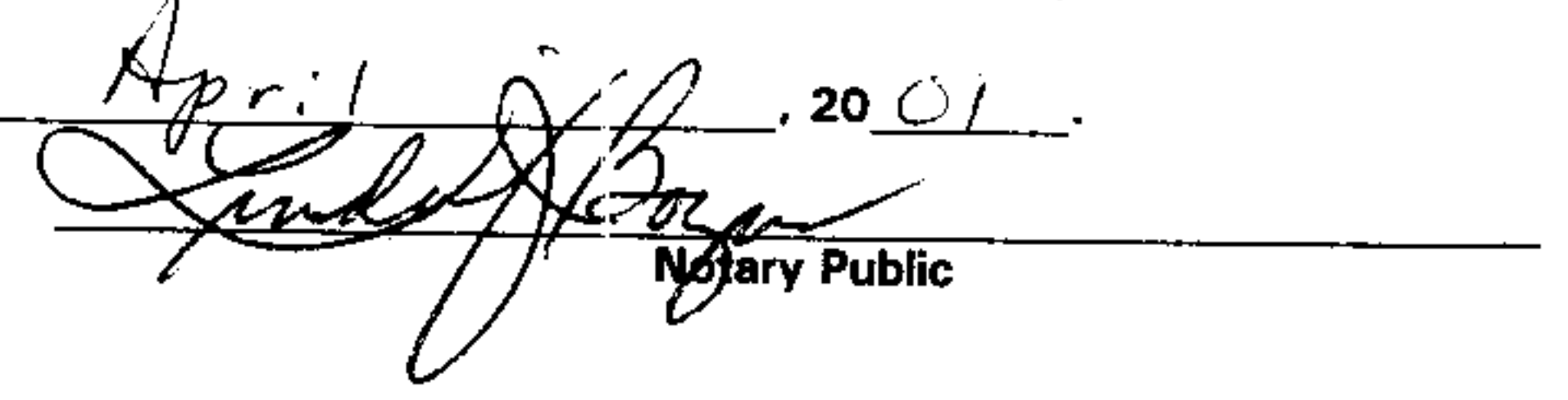
NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Sept 1, 2004
BONDED THRU NOTARY PUBLIC UNDERWRITERS

My commission expires _____

LENDER ACKNOWLEDGMENT

STATE OF Alabama)
) SS
COUNTY OF Jefferson)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Kerr A. Bodge 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 April, 20 01.

Notary Public

 MY COMMISSION EXPIRES
December 11, 2002

My commission expires _____

LEGAL DESCRIPTION

A TRACT OF LAND IN THE N 1/4 OF THE NW 1/4 OF SECTION 4, TOWNSHIP 20 SOUTH, RANGE 1 WEST AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NE CORNER OF SAID N 1/2 OF NW 1/4 A 1 INCH OPEN PIPE FOUND, AND RUN THENCE SOUTHERLY ALONG THE EAST BOUNDARY LINE OF SAID QUARTER-QUARTER SECTION 651.14 FEET TO A 1/2 INCH YELLOW CAPPED IRON PIN FOUND ON THE SOUTH LINE OF THE EASEMENT OF CHAROB LAKE TRAIL, A 60 FOOT WIDE PUBLIC ROAD AND THE POINT OF BEGINNING; THENCE CONTINUE PREVIOUS COURSE ALONG THE EAST BOUNDARY OF SAID QUARTER SECTION 661.44 FEET TO A 3/4 INCH IRON PIN FOUND; THENCE 88 DEGREES 45 MINUTES 31 SECONDS RIGHT AND RUN WESTERLY 113.97 FEET TO A 1/2 INCH YELLOW CAPPED IRON PIN SET; THENCE RIGHT 91 DEGREES 13 MINUTES 15 SECONDS AND RUN NORTHERLY 353.78 FEET TO A 14 INCH YELLOW CAPPED IRON PIN SET; THENCE LEFT 37 DEGREES 37 MINUTES 56 SECONDS AND RUN NORTHWESTERLY 116.43 FEET TO A 1/4 YELLOW CAPPED IRON PIN SET; THENCE 37 DEGREES 38 MINUTES 30 SECONDS RIGHT AND RUN NORTHERLY 115.00 FEET TO A 1/2 INCH YELLOW CAPPED IRON PIN SET ON THE SOUTHERLY LINE OF SAID CHAROB LAKE TRAIL; THENCE RIGHT 89 DEGREES 06 MINUTES 34 SECONDS AND RUN EASTERLY ALONG AND WITH SAID ROAD RIGHT OF WAY LINE 185 FEET TO THE POINT OF BEGINNING MAKING A CLOSING LEFT INTERIOR ANGLE OF 89 DEGREES 03 MINUTES 54 SECONDS; SITUATED IN SHELBY COUNTY, ALABAMA.

SUBJECT TO EASEMENTS, RESERVATIONS, RESTRICTIONS, AND RIGHTS OF WAY OF RECORD.

ADDRESS: 355 CO RD 338; CHELSEA, AL 35043 TAX MAP OR PARCEL ID NO.: 15-2-04-0-001-008

SUBJECT PROPERTY IS LOCATED IN SHELBY COUNTY

2000-08436

03/16/2000-08436
10:32 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
008 CJH 36.00

Exhibit A

Inst # 2001-13905

04/12/2001-13905

08:56 AM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE

003 MB 37.85