

WHEN RECORDED MAIL TO:

AmSouth Bank
Alabaster Office
1235 First Street North
Alabaster, AL 35007

20011590811180
070499541110

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated June 22, 2001, is made and executed between MATTHEW TURPIN, whose address is 10107 CHELSEA RD, CHELSEA, AL 35043 and ANGELA C TURPIN, whose address is 10107 CHELSEA RD, CHELSEA, AL 35043; 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 March 23, 2001 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED ON MARCH 30, 2001 IN SHELBY COUNTY, ALABAMA IN INSTRUMENT NUMBER 2001-11799.

MATURITY DATE IS MARCH 23, 2001.

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

See 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 10107 CHELSEA RD, 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 \$15,000.00 to \$25,000.00.

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 22, 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)
MATTHEW TURPIN, Individually

X  (Seal)
ANGELA C TURPIN, Individually

LENDER:

X  (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

Name: CARLA HOLMES
Address: P.O. BOX 630721
City, State, ZIP: BIRMINGHAM, AL 35263

Inst # 2001-28116

07/09/2001-28116
09:50 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 MB 32.00

MODIFICATION OF MORTGAGE (Continued)

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INDIVIDUAL ACKNOWLEDGMENT

STATE OF FLORIDA

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COUNTY OF Alameda

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that MATTHEW TURPIN and ANGELA C TURPIN, 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 22 day of

**NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Jan. 22, 2003
BONDED THRU NOTARY PUBLIC UNDERWRITERS**

My commission expires

day the same bears date.

[Signature] 2001
Notary Public

LENDER ACKNOWLEDGMENT

STATE OF Alabama

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COUNTY OF Jefferson

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that _____, 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.

2004 _____ Time _____ 20 01.

before me on this day first, being lawfully qualified,
voluntarily for and as the act of said corporation.
Given under my hand and official seal this 28th day of June, 2001

Notary Public

My commission expires

EXHIBIT "A" LEGAL DESCRIPTION

Account #: 5043581
Order Date: 03/16/2001
Reference: 20010750754560
Name: MATT TURPIN

Index #:

Parcel #:

Deed Ref: 1999-21850

SITUATED IN SHELBY COUNTY, ALABAMA, TO-WIT:

COMMENCE AT THE NORTHWEST CORNER OF SECTION 2, TOWNSHIP 20 SOUTH, RANGE 1 WEST, THENCE RUN SOUTH ALONG THE WEST LINE OF SAID SECTION A DISTANCE OF 48.51 FEET, THENCE TURN AN ANGLE OF 34 DEGREES 55MINUTES 36 SECONDS TO THE LEFT AND RUN A DISTANCE OF 2,132.31 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF SHELBY COUNTY HIGHWAY #47, THENCE TURN AN ANGLE OF 20 DEGREES 45 MINUTES 51 SECONDS TO THE RIGHT AND RUN ALONG SAID HIGHWAY RIGHT OF WAY A DISTANCE OF 157.47 FEET, THENCE TURN AN ANGLE OF 2 DEGREES 27 MINUTES 41 SECONDS TO THE RIGHT AND RUN A DISTANCE OF 154.90 FEET; THENCE TURN AN ANGLE OF 75 DEGREES 12 MINUTES 20 SECONDS TO THE RIGHT AND RUN A DISTANCE OF 328.54 FEET, THENCE TURN AN ANGLE OF 73 DEGREES 57 MINUTES 50 SECONDS TO THE RIGHT AND RUN A DISTANCE OF 80.64 FEET, THENCE TURN AN ANGLE OF 74 DEGREES 18 MINUTES 30 SECONDS TO THE RIGHT AND RUN A DISTANCE OF 132.05 FEET, THENCE TURN AN ANGLE OF 28 DEGREES 46 MINUTES 22 SECONDS TO THE RIGHT AND RUN A DISTANCE OF 281.35 FEET TO THE POINT OF BEGINNING. SITUATED IN SECTION 2, TOWNSHIP 20 SOUTH, RANGE 1 WEST, SHELBY COUNTY, ALABAMA.

BEING THE SAME PROPERTY CONVEYED BY DEED RECORDED IN INSTRUMENT NO. 1999-21850 OF THE SHELBY COUNTY, ALABAMA RECORDS.

Inst # 2001-28116

07/09/2001-28116
09:50 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 MB 32.00

Inst # 2001-11799

03/30/2001-11799
09:35 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
007 MB 51.50