

WHEN RECORDED MAIL TO:

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

20020381910060
070499576900

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated March 19, 2002, is made and executed between ROBERT KEITH HONAKER, whose address is 128 STRATSHIRE LN, PELHAM, AL 35124; unmarried (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 8, 2001 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED ON AUGUST 07, 2001 IN SHELBY COUNTY, INST # 2001-33128.

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 128 STRATSHIRE LN, PELHAM, AL 35124.

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 \$ 154,500.

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 19, 2002.

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 Robert Keith Honaker (Seal)
ROBERT KEITH HONAKER, Individually

LENDER:

x Donna Stang (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

Name: PATTY PARKER
Address: P.O. BOX 830721
City, State, ZIP: BIRMINGHAM, AL 35283

Inst # 2002-15175

04/01/2002-15175

02:32 PM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE
003 MSB 218.75

MODIFICATION OF MORTGAGE
(Continued)

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INDIVIDUAL 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 **ROBERT KEITH HONAKER, 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 29th day of March, 20 02.

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: May 19, 2002
BONDED THRU NOTARY PUBLIC UNDERWRITERS

My commission expires _____

Angie Goldman
Notary Public

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 Donna Hayes Am South Bank 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 22 day of March, 20 02.

 MY COMMISSION EXPIRES
December 11, 2002

My commission expires _____

Linda J. Brown
Notary Public

EXHIBIT "A" LEGAL DESCRIPTION

Account #: 5118250
Order Date: 06/16/2001
Reference:

Index #:

Name: ROBERT KEITH HONAKER

Parcel #: 11-7-36-3-000-028-081

Deed Ref: 300\472

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

LOT 49, ACCORDING TO THE SURVEY OF THE AMENDED MAP OF THE RESURVEY OF THE FINAL PLAT OF STRATFORD PLAT, PHASE III, AS RECORDED IN MAP BOOK 14, PAGE 38, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA; BEING SITUATED IN SHELBY COUNTY, ALABAMA.

SUBJECT TO ALL EASEMENTS, COVENANTS, CONDITIONS, RESERVATIONS, LEASES AND RESTRICTIONS OF RECORD, ALL LEGAL HIGHWAYS, ALL RIGHTS OF WAY, ALL ZONING, BUILDING AND OTHER LAWS, ORDINANCES AND REGULATIONS, ALL RIGHTS OF TENANTS IN POSSESSION, AND ALL REAL ESTATE TAXES AND ASSESSMENTS NOT YET DUE AND PAYABLE.

BEING THE SAME PROPERTY CONVEYED BY DEED RECORDED IN VOLUME 300, PAGE 472, OF THE SHELBY COUNTY, ALABAMA RECORDS.

Inst # 2002-15175

04/01/2002-15175
02:32 PM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE
003 MSB 218.75

Inst # 2001-33128

08/07/2001-33128
10:44 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
007 CH 59.00

10 CHANCE FARM CH, ET AL
Birmingham, AL 35223