

WHEN RECORDED MAIL TO:

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

20020650804040

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated April 19, 2002, is made and executed between **DENNY WAYNE FANT**, whose address is 4359 HIGHWAY 280, HARPERSVILLE, AL 35078 and **MARY ANN FANT**, whose address is 4359 HIGHWAY 280, HARPERSVILLE, AL 35078; 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 May 12, 1995 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED ON MAY 24, 1995 IN THE OFFICE OF THE JUDGE OF PROBATE, SHELBY COUNTY, ALABAMA, INSTRUMENT #1995-13538 AND MODIFIED ON 09-24-1996, INSTRUMENT #1996-33556.

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

COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTH 1/2 OF THE NW 1/4 OF SECTION 34, TOWNSHIP 19 SOUTH, RANGE 2 EAST, THENCE RUN WEST ALONG THE SOUTH LINE OF SAID SOUTH 1/2 OF NW 1/4 A DISTANCE OF 889.94 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE IN THE SAME DIRECTION A DISTANCE OF 129.60 FEET; THENCE TURN AN ANGLE OF 125 DEGREES 53 MINUTES TO THE RIGHT AND RUN A DISTANCE OF 346.53 FEET TO A POINT ON THE SOUTHWEST R/O/W LINE OF U.S. HIGHWAY NO. 280; THENCE TURN AN ANGLE OF 90 DEGREES 00 MINUTES TO THE RIGHT AND RUN ALONG SAID HIGHWAY R/O/W A DISTANCE OF 105.00 FEET; THENCE TURN AN ANGLE OF 90 DEGREES 00 MINUTES TO THE RIGHT AND RUN A DISTANCE OF 270.57 FEET TO THE POINT OF BEGINNING; SITUATED IN THE SOUTH 1/2 OF THE NW 1/4 OF SAID SECTION 34.

The Real Property or its address is commonly known as 4359 HIGHWAY 280, HARPERSVILLE, AL 35078.

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

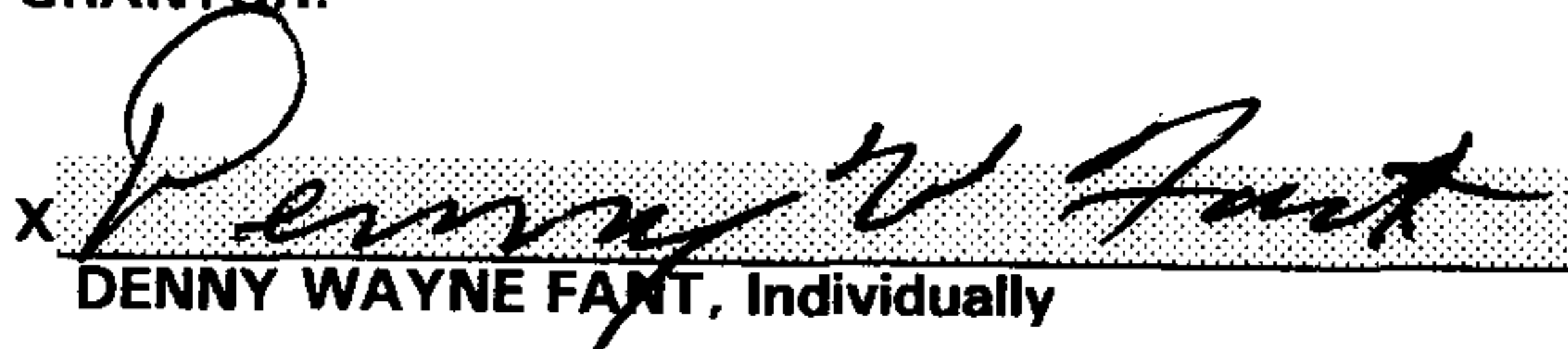
The Credit Limit or maximum principal indebtedness secured by the Mortgage (excluding finance charges, any temporary overages, other charges and any amounts expended or advanced as provided in the Mortgage) is hereby increased from \$49,800 to \$74,800.

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 endorser 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 APRIL 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  (Seal)
DENNY WAYNE FANT, Individually

X  (Seal)
MARY ANN FANT, Individually

LENDER:

X  (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

Name: PAM MEARS
Address: P.O. BOX 830721
City, State, ZIP: BIRMINGHAM, AL 35283

MODIFICATION OF MORTGAGE
(Continued)

20020430000202790 Pg 2/2 51.50
Shelby Cnty Judge of Probate, AL
04/30/2002 10:24:00 FILED/CERTIFIED

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 **DENNY WAYNE FANT and MARY ANN FANT, 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 19th day of April, 2002.

[Signature]
Notary Public

My commission expires NOTARY PUBLIC STATE OF ALABAMA ATTORNEY
MY COMMISSION EXPIRES: Jan 25, 2006
BONDED THRU NOTARY PUBLIC UNDERWRITERS

LENDER ACKNOWLEDGMENT

STATE OF Alabama)
) SS
COUNTY OF AT Large)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Keri Bridges 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 23 day of April, 2002.

[Signature]
Notary Public

My commission expires 11-29-05