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WHEN RECORDED MAIL TO:

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

20021491705140  
070499435644

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

**MODIFICATION OF MORTGAGE**

THIS MODIFICATION OF MORTGAGE dated June 5, 2002, is made and executed between SAMUEL A LOGUE, whose address is 5950 HIGHWAY 17, HELENA, AL 35080 and KELLY C LOGUE, whose address is 5950 HIGHWAY 17, HELENA, AL 35080; husband and wife (referred to below as "Grantor") and AmSouth Bank, whose address is 2228 Pelham Parkway, Pelham, AL 35124 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated April 3, 2000 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED MAY 8, 2000 SHELBY COUNTY INST 2000-15099  
MODIFIED JUNE 5, 2002.

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 5950 HIGHWAY 17, HELENA, AL 35080.

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 \$ 115000.00 to \$ 215000.00.


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 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 JUNE 5, 2002.

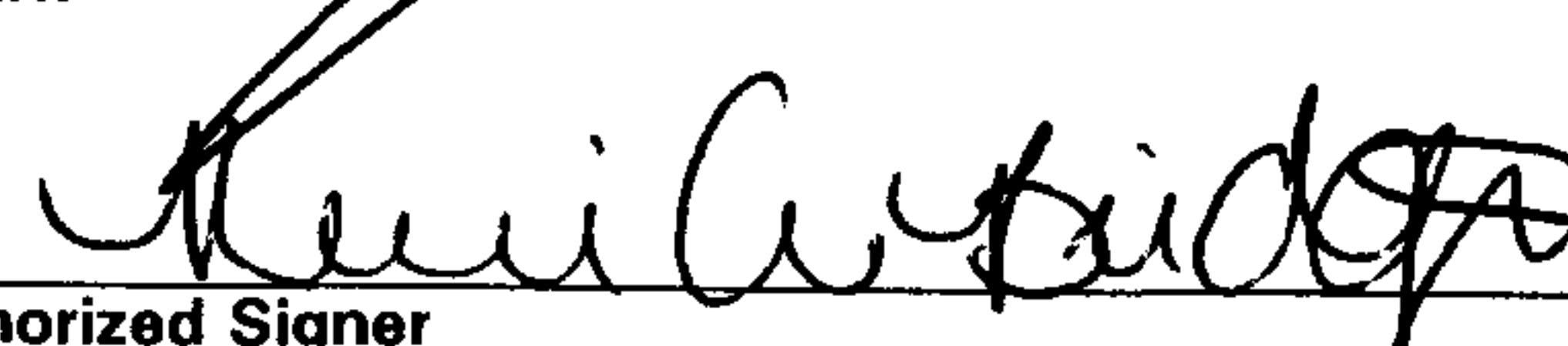
THIS MODIFICATION IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS MODIFICATION IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.

GRANTOR:

X  (Seal)  
SAMUEL A LOGUE, Individually

X  (Seal)  
KELLY C LOGUE, Individually

LENDER:

X  (Seal)  
Authorized Signer

This Modification of Mortgage prepared by:

Name: KENYA HEMPHILL  
Address: P.O. BOX 830721  
City, State, ZIP: BIRMINGHAM, AL 35283

MODIFICATION OF MORTGAGE  
(Continued)

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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 **SAMUEL A LOGUE and KELLY C LOGUE, 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 5 day of June, 2002.

NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: Sept 4, 2004  
BONDED THIS NOTARY PUBLIC COMMISSION \$10,000

[Signature]  
Notary Public

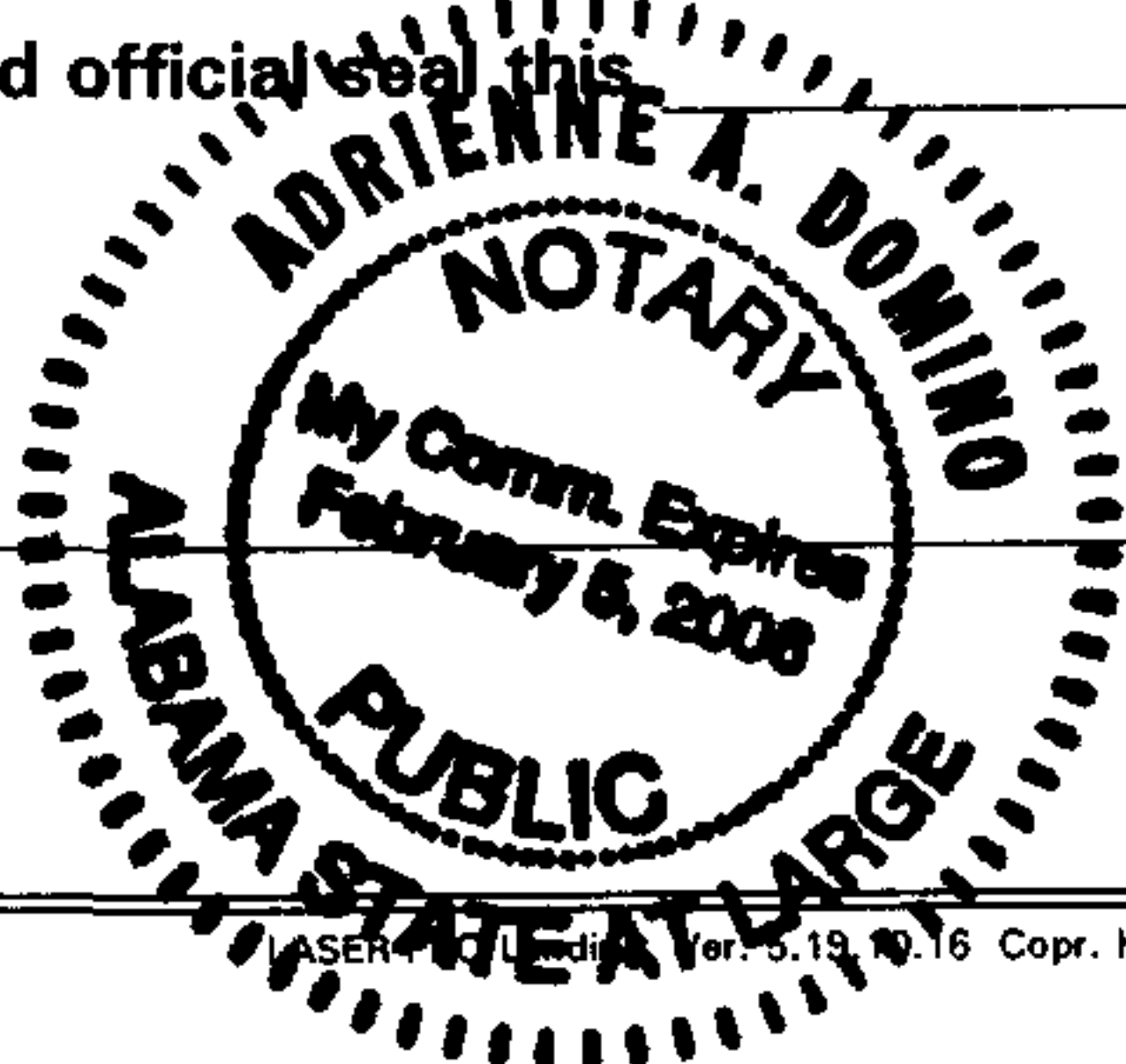
My commission expires \_\_\_\_\_

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 Kerrie A. 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 6th day of June, 2002.



[Signature]  
Notary Public

My commission expires \_\_\_\_\_

PART OF THE SE 1/4 OF THE SE 1/4 OF SECTION 28, TOWNSHIP 20 SOUTH, RANGE 3 WEST, DESCRIBED AS FOLLOWS: COMMENCE AT THE NW CORNER OF SAID 1/4 - 1/4 SECTION 338.51' TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE TURN LEFT 88 DEGREES 46' 34" AND RUN EASTERLY 246.00' TO A POINT ON THE NORTHWESTERLY RIGHT OF WAY LINE OF COUNTY ROAD #17; THENCE TURN LEFT 100 DEGREES 31' 55" AND RUN NORTHWESTERLY ALONG SAID RIGHT OF WAY LINE 42.53' ;THENCE RUN NORTHWESTERLY AND ALONG SAID RIGHT OF WAY A DISTANCE OF 109.97' ALONG A TANGENTIAL CURVE TO THE LEFT HAVING A RADIUS OF 2092.39 AND A CENTRAL ANGLE OF 03 DEGREES 00' 41"; THENCE RUN NORTHWESTERLY ALONG SAID RIGHT OF WAY AND TANGENT TO SAID CURVE 67.98'; THENCE TURN LEFT 76 DEGREES 37' 12" AND RUN WESTERLY 203.98' TO THE POINT OF BEGINNING. SITUATED IN SHELBY COUNTY, ALABAMA.