

7/24
WHEN RECORDED MAIL TO:
AmSouth Bank
Attn: Sheila Cook
P.O. Box 830734
Birmingham, AL 35283

20021921703520
070499113035

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated July 22, 2002, is made and executed between JAMES G HOWARD, whose address is 131 LAKE COTTAGE RD, STERRETT, AL 35147 and WANDA B HOWARD, whose address is 131 LAKE COTTAGE RD, STERRETT, AL 35147; husband and wife (referred to below as "Grantor") and AmSouth Bank, whose address is 741 Parkway Drive SE, Leeds, AL 35094 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated October 31, 1995 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED ON NOVEMBER 27, 1995 IN SHELBY COUNTY, ALABAMA IN INSTRUMENT NUMBER 1995-33775. AMENDED ON JULY 26, 1996 IN SHELBY COUNTY, ALABAMA IN INSTRUMENT NUMBER 1996-24187.

MATURITY DATE IS OCTOBER 31, 2015.

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 131 LAKE COTTAGE RD, STERRETT, AL 35147.

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 \$ 75,000.00 to \$ 100,000.00.

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 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 JULY 22, 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 James G Howard (Seal)
JAMES G HOWARD, Individually

X Wanda B Howard (Seal)
WANDA B HOWARD, Individually

LENDER:

X Sheila Cook (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

Name: CARLA HOLMES
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 Jefferson)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **JAMES G HOWARD and WANDA B HOWARD, 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 22nd day of July, 2002.

My commission expires NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: May 4, 2005
BONDED THRU NOTARY PUBLIC UNDERWRITERS

Christy L. Rivers
Notary Public

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 Kerri 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 24th day of July, 2002.

My commission expires MY COMMISSION EXPIRES
December 11, 2002

Kerri A. Bridges
Notary Public

PARCEL I:

A part of the SW1/4 of the NW1/4 of Section 19, Township 18 South, Range 2 East of the Huntsville Meridian in Shelby County, Alabama, more particularly described as follows: Commence at the NW corner of the SW1/4 of the NW1/4 of Section 19, Township 18 South, Range 2 East and run Easterly along the North line of said quarter quarter section 573.36 feet to the point of beginning; thence continue along same course 98.79 feet; thence turn right 70°18' and run Southeasterly 215.80 feet; thence turn an angle left of 39°15' and run Southeasterly 58.27 feet; thence right 36°06' and run Southeasterly 394.33 feet; thence right 1°24' and run Southeasterly 184.60 feet; thence left 3°22'30" and run Southeasterly 301.70 feet; thence turn right 69°02' and run Southwesterly 82.70 feet; thence an angle right of 69°06' and run Northwesterly 1214.31 feet, less and except previous easement already deeded being more particularly described as follows: Commence at the NW corner of the SW1/4 of NW1/4 of Section 19, Township 18 South, Range 2 East in Shelby County, Alabama, and run thence Easterly along the North line of said quarter-quarter section for a distance of 573.36 feet; thence turn 65°07' right and run Southeasterly 1174.31 feet to the point of beginning; thence continue Southeasterly on the last described course for a distance of 40.0 feet; thence turn 111°53' left and run Northeasterly 52 feet, more or less, to the center of an unpaved road; thence turn left 62°, more or less, and run Northwesterly along the center of said road 30.0 feet; thence left and run Southwesterly 53 feet, more or less, to the point of beginning.

PARCEL II:

A part of the SW1/4 of NW1/4 and a part of the NW1/4 of SW1/4 of Section 19, Township 18 South, Range 2 East, described as follows: Begin at the SW corner of the SW1/4 of NW1/4 of said Section and run Northerly along West line thereof 1339.66 feet to the NW corner of said 1/4 - 1/4 section; thence turn 89°28' right and run Easterly along the North line of said 1/4 - 1/4 Section a distance of 573.36 feet; thence turn an angle of 65°07' right and run Southeasterly 1214.31 feet; thence turn angle of 57°31' right and run Southwesterly 213.43 feet; thence turn an angle of 2°43' left and run Southwesterly 183.43 feet; thence turn angle of 4°32' right and run Southwesterly 120.98 feet; thence turn angle of 3°50' right and run Southwesterly 75.62 feet; thence turn angle of 11°23'30" to left and run Southwesterly 99.75 feet; thence turn angle of 3°20' left and run Southwesterly 120.12 feet; thence turn 111°31'30" right and run Northwesterly 359.61 feet; thence turn 72°25'45" left and run Southwesterly 199.34 feet; thence turn angle of 96°31'45" right and run Northwesterly 314.62 feet; thence turn 69°11' left and run Westerly 140 feet to point of beginning.