

8-5

WHEN RECORDED MAIL TO:

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

20021930838480/070499595123

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated August 1, 2002, is made and executed between BETTYE-JEAN ROCKER LEWIS, whose address is 1030 EAGLE VALLEY DR, BIRMINGHAM, AL 35242 and TERRY WADE LEWIS, whose address is 1030 EAGLE VALLEY DR, BIRMINGHAM, AL 35242; wife and husband (referred to below as "Grantor") and AmSouth Bank, whose address is 200 Corporate Ridge North, Birmingham, AL 35242 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated July 3, 2001 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED AUGUST 27, 2001 SHELBY COUNTY INST# 2001-36605
MODIFIED AUGUST 1, 2002.

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

LOT 843, ACCORDING TO THE SURVEY OF EAGLE POINT, 8TH SECTOR, PHASE 2, AS RECORDED IN MAP BOOK 25, PAGE 81 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA; BEING SITUATED IN SHELBY COUNTY, ALABAMA. MINERAL AND MINING RIGHTS EXCEPTED.

The Real Property or its address is commonly known as 1030 EAGLE VALLEY DR, BIRMINGHAM, AL 35242.

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 \$ 30000 to \$ 68000.

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 AUGUST 1, 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 Betty Jean Rocker Lewis (Seal)
BETTYE-JEAN ROCKER LEWIS, Individually

X Terry Wade Lewis (Seal)
TERRY WADE LEWIS, Individually

LENDER:

X Amy Slay
Authorized by PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: July 21, 2006
BONDED THRU NOTARY PUBLIC UNDERWRITERS

JOY S. PARKER
(Seal) Notary Public
STATE OF ALABAMA

This Modification of Mortgage prepared by:

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

MODIFICATION OF MORTGAGE
(Continued)

20020813000382300 Pg 2/2 71.00
Shelby Cnty Judge of Probate, AL
08/13/2002 11:41:00 FILED/CERTIFIED

INDIVIDUAL ACKNOWLEDGMENT

STATE OF

Alabama

)

) SS

COUNTY OF

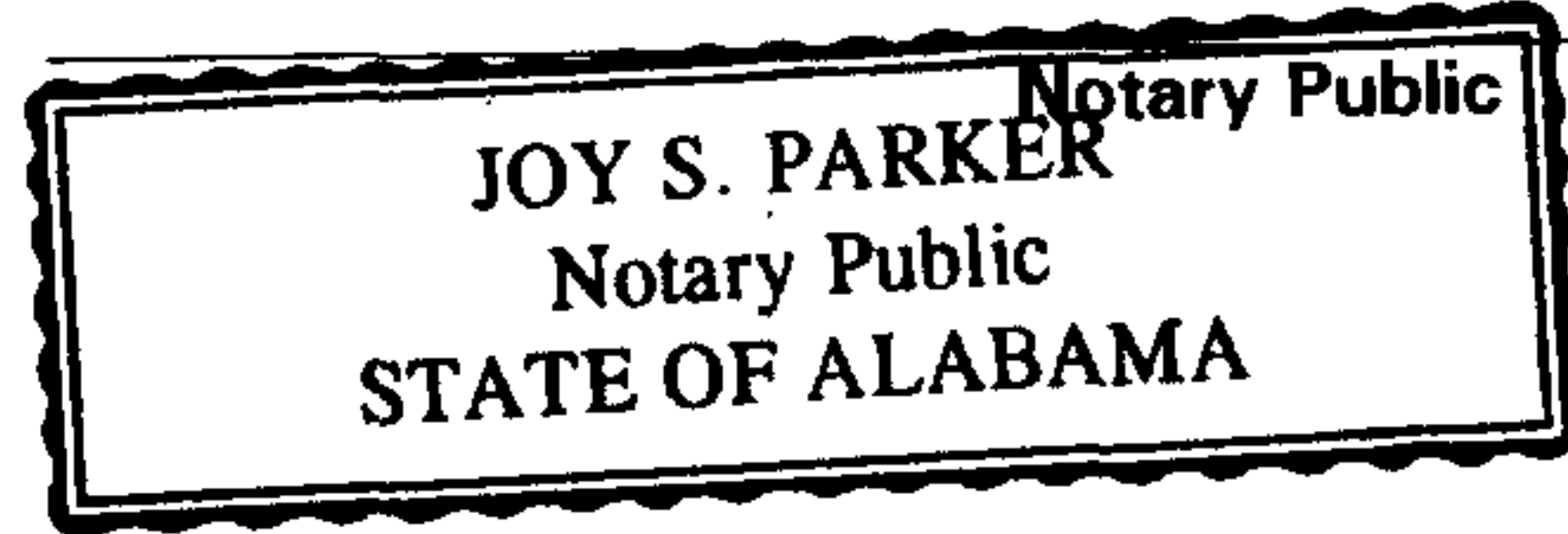
Jefferson

)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that BETTYE-JEAN ROCKER LEWIS and TERRY WADE LEWIS, wife and husband, 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 1 day of August, 2002.

My commission expires
NOTARY PUBLIC STATE OF ALABAMA AT LARGE
JOY S. PARKER
My COMMISSION EXPIRES: July 21, 2006
BONDED THROUGH NOTARY PUBLIC UNDERWRITERS



LENDER ACKNOWLEDGMENT

STATE OF

Alabama

)

) SS

COUNTY OF

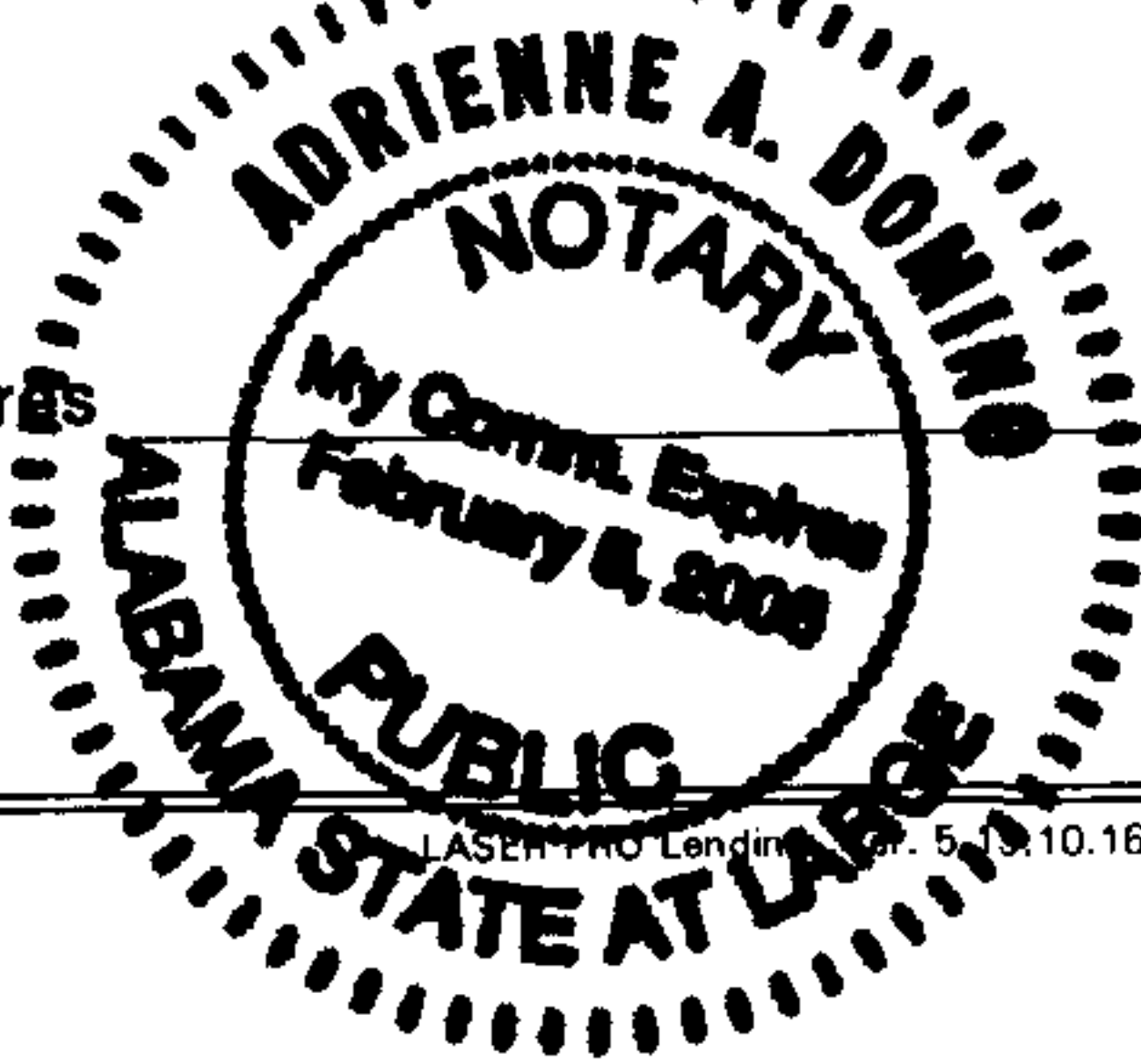
At Large

)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Amy Slagle 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 1 day of August, 2002.

My commission expires



Amy Slagle
Adrienne A. Domingue
Notary Public