

WHEN RECORDED MAIL TO:

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

20022031041150
5299070499257634

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated August 5, 2002, is made and executed between JOHN P BURTON, whose address is 2353 WOODLAND CIR, BIRMINGHAM, AL 35242 and DEBORAH M BURTON, whose address is 2353 WOODLAND CIR, BIRMINGHAM, AL 35242; husband and wife (referred to below as "Grantor") and AmSouth Bank, whose address is 102 Inverness Plaza, Birmingham, AL 35243 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated November 7, 1997 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED ON DECEMBER 8, 1997 IN SHELBY COUNTY, ALABAMA IN INSTRUMENT # 1997-39892. AMENDED ON JUNE 9, 1998 IN SHELBY COUNTY, ALABAMA IN INSTRUMENT # 1998-21191.

MATURITY DATE IS NOVEMBER 7, 2017.

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 2353 WOODLAND CIR, BIRMINGHAM, AL 35242.

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

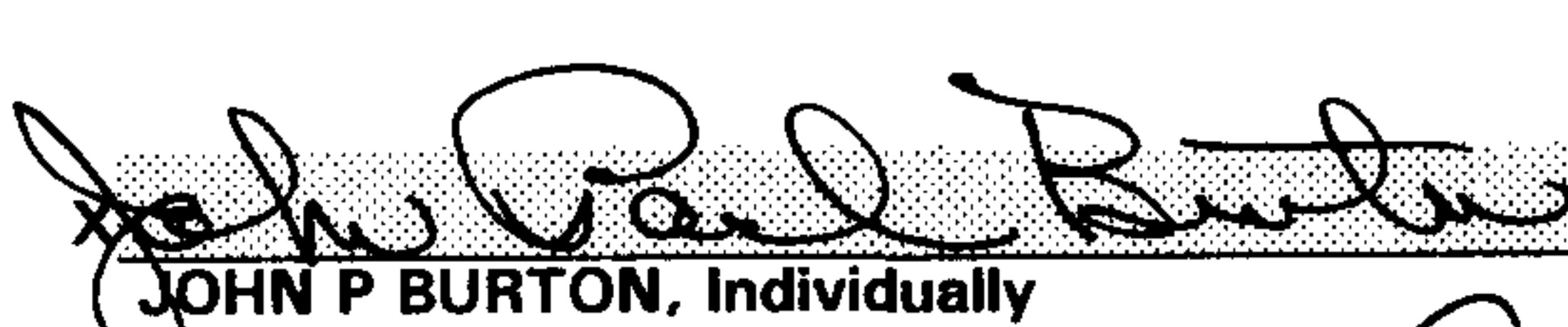
The Credit Limit or maximum principal indebtedness secured by the Mortgage (excluding finance charges, any temporary overages, other charges and any amounts expended or advanced as provided in the Mortgage) is hereby increased from \$ 20,000.00 to \$ 55,000.00.

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 endorers 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 5, 2002.

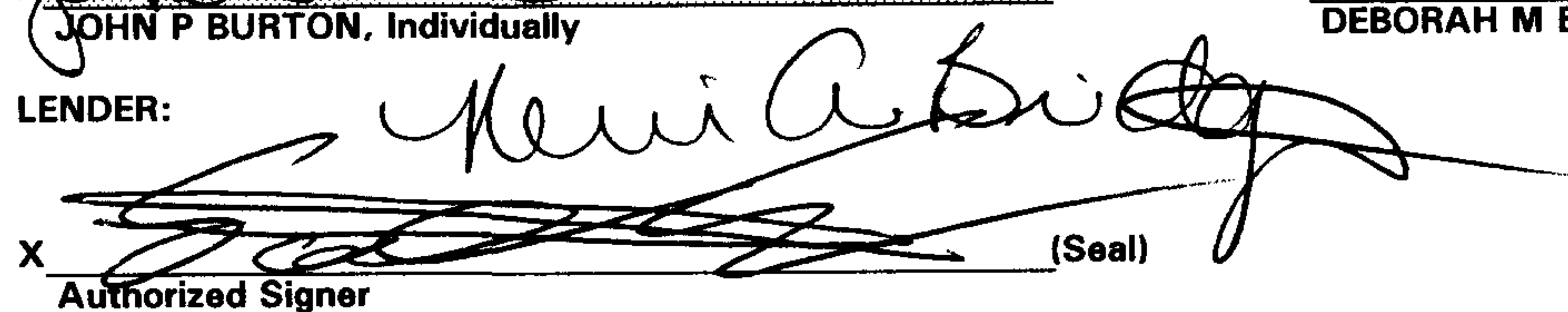
THIS MODIFICATION IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS MODIFICATION IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.

GRANTOR:

X  (Seal)
JOHN P BURTON, Individually

X  (Seal)
DEBORAH M BURTON, Individually

LENDER:

X  (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 JOHN P BURTON and DEBORAH M BURTON, 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 5th day of August, 2002.

[Signature]
Notary Public

My commission expires

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Oct 17, 2004
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 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 8th day of August, 2002.

[Signature]
Notary Public

My commission expires

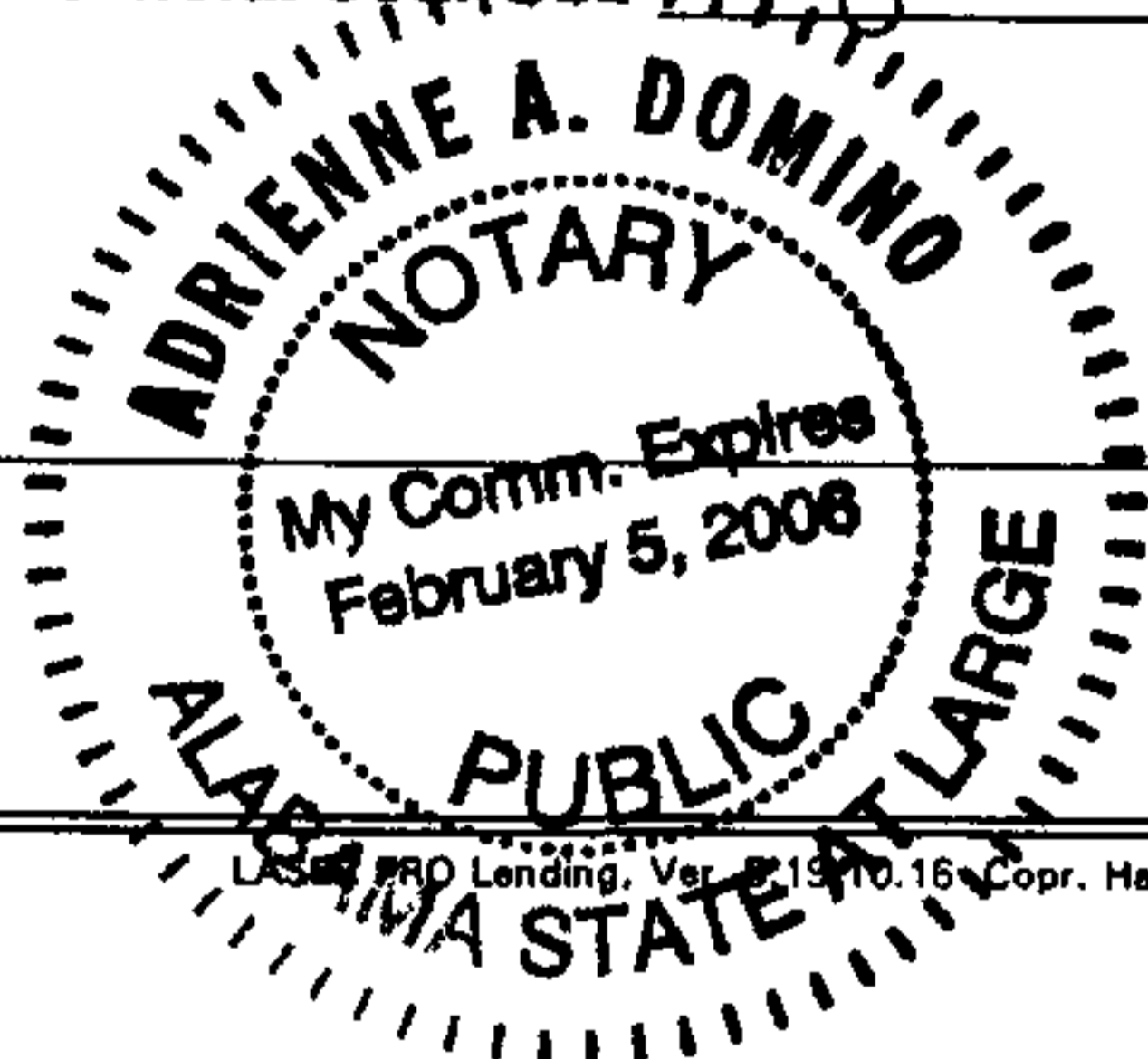


EXHIBIT "A"

DESCRIPTION OF PROPERTY

A part of Lot 14, according to the Survey of Woodland, as recorded in Map Book 16, Page 82, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama; being further described as:

Commence at the Northwest corner of Lot 14, also being the Point of Beginning; thence run Easterly along the North line of Lot 14 a distance of 333.56 feet to the Northeasterly corner of Lot 14; thence right 49 deg. 31 min. 49 sec. Southeasterly along the Northeasterly property line of Lot 14, being the Westerly property line of Lot 13, for a distance of 145.71 feet; thence right 5 deg. 30 min. 39 sec. a distance of 11.98 feet to the right of way of Woodland Circle; thence right 57 deg. 48 min. 47 sec. to the chord of a curve to the left with a central angle of 50 deg. 47 min. 14 sec. a radius of 55 feet, and a chord of 47.32 feet; thence run Southwesterly along the arc of said curve 48.92 feet; thence right 64 deg. 31 min. 20 sec. from said chord 421.09 feet along the South line of Lot 14, being the North line of Lot 15 to the Southwest corner of Lot 14; thence an interior angle left of 86 deg. 07 min. 07 sec. a distance of 183.58 feet to the Point of Beginning; being situated in Shelby County, Alabama.