

WHEN RECORDED MAIL TO:

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

SEND TAX NOTICES TO:

AmSouth Bank
Pelham Office
2228 Pelham Parkway
Pelham, AL 35124

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated April 26, 2002, is made and executed between JERRY WAYNE BULLARD and SHARON KAY BULLARD, whose address is 2657 CHANDAFERN DRIVE, PELHAM, AL 35124 (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 February 7, 2000 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

MARCH 1, 2000 SHELBY COUNTY, ALABAMA. INST#2000-06421.

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

See SEE ATTACH 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 2657 CHANDAFERN DRIVE, PELHAM, AL 35124.

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

EXTENDED MATURITY DATE. \$20,000.00

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 APRIL 26, 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 Jerry Wayne Bullard (Seal)
JERRY WAYNE BULLARD, Individually

X Sharon Bullard (Seal)
SHARON KAY BULLARD, Individually

LENDER:

X _____ (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

Name: JORDENE WILSON 9001924841
Address: P.O. BOX 830721
City, State, ZIP: BIRMINGHAM, AL 35823

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Alabama)
COUNTY OF Shelby) SS)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that JERRY WAYNE BULLARD and SHARON KAY BULLARD, 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 26 day of April, 2002.

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES Sept 1, 2004
BONDED THROUGH NOTARY PUBLIC COMMISSIONERS

My commission expires _____

Notary Public

4-30-02

LENDER ACKNOWLEDGMENT

STATE OF _____)
) SS
COUNTY OF _____)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that _____ 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 _____ day of _____, 20_____.

Notary Public

My commission expires _____

Lots 98 and 99, according to the survey of Chandalar South, Second Sector, as recorded in Map Book 6 page 12, in the Office of the Judge of Probate of Shelby County, Alabama; being situated in Shelby County, Alabama.

Also, a triangular piece of land located in Chandalar South, 2nd Sector, as recorded in Map Book 6, page 12, in the Probate Office of Shelby County, Alabama, being bound by Lots 98, 99, 100, 102, 103, 95, 96 and 97 and Chandaway Drive, more particularly described as follows: start on the SE corner of said Lot 98 also being adjacent to Chandaway Drive and go northwesterly 273 feet; thence turn an angle to the right and go northeasterly 220.66 feet; thence turn an angle to the right and go southerly 95 feet to a point; thence southerly 76.09 feet to a point; thence southerly 100.33 feet to a point; thence southeasterly 148 feet to a point on the Chandaway Drive right of way; thence turn and run in a southwesterly direction along the said right of way 30 feet to the point of beginning.