

WHEN RECORDED MAIL TO:

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

20022131054340
070139501433

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated August 30, 2002, is made and executed between LIZA A SIPE, whose address is 4927 APPALOOSA TRL, BIRMINGHAM, AL 35242 and J GUY SIPE a/k/a JAMES G SIPE, whose address is 4927 APPALOOSA TRL, BIRMINGHAM, AL 35242; wife and husband (referred to below as "Grantor") and AmSouth Bank, whose address is 1592 Montgomery Highway, Birmingham, AL 35216 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated February 16, 1990 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED FEBRUARY 28 1990, SHELBY COUNTY BOOK 280 PAGE 453
AMENDMENT RECORDED APRIL 19 1995, SHELBY COUNTY BOOK 1995 PAGE 10110
AMENDMENT RECORDED APRIL 15 1996, SHELBY COUNTY BOOK 1996 PAGE 12125
AMENDMENT RECORDED OCTOBER 13 1997, SHELBY COUNTY BOOK 1997 PAGE 32111
MODIFIED AUGUST 30 2002
MAUTIRY DATE FEBRUARY 16 2010.

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 4927 APPALOOSA TRL, 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 \$120000 to \$184500.

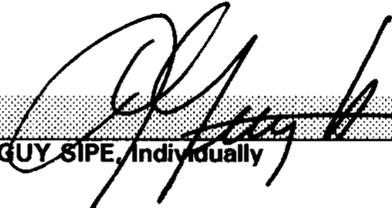
CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right 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 endorsers 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 30, 2002.

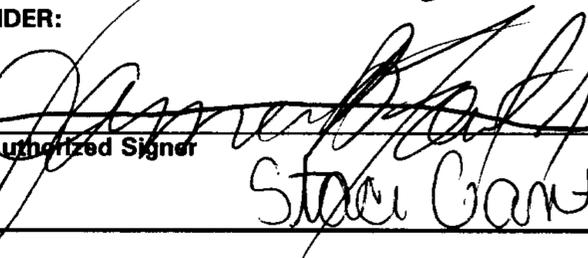
THIS MODIFICATION IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS MODIFICATION IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.

GRANTOR:

X  (Seal)
LIZA A SIPE, Individually

X  (Seal)
J GUY SIPE, Individually

LENDER:

X  (Seal)
Authorized Signer
Staci Cant (Staci Cant)

This Modification of Mortgage prepared by:

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

MODIFICATION OF MORTGAGE
(Continued)

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 LIZA A SIPE and J GUY SIPE, 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 30th day of August, 2007.

Wendy M. Mather
Notary Public

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: May 21, 2005
BONDED TO THE NOTARY PUBLIC UNDERWRITERS

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 Stou Coart 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 9th day of Sept., 2002.

Cynthia G. [Signature]
Notary Public

My commission expires 11-29-05

EXHIBIT "A"

PART OF THE SW 1/4 OF THE NE 1/4 OF SECTION 22, TOWNSHIP 19 SOUTH, RANGE 2 WEST, OF HUNTSVILLE PRINCIPAL MERIDIAN, SHELBY COUNTY, ALABAMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE SW CORNER OF THE NW 1/4 OF THE NE 1/4 OF SECTION 22; THENCE IN A NORTHERLY DIRECTION ALONG THE WEST BOUNDARY OF SAID 1/4 1/4 SECTION 200.00 FEET; THENCE TURN AN ANGLE OF 106 DEGREES 00 MINUTES TO THE RIGHT 978.06 FEET; THENCE TURNING AN ANGLE OF 99 DEGREES 13 MINUTES TO THE RIGHT IN A SOUTHWESTERLY DIRECTION 25.33 FEET FOR THE POINT OF BEGINNING OF A TRACT OF LAND HEREIN DESCRIBED; THENCE CONTINUING IN A STRAIGHT LINE ALONG LAST MENTIONED COURSE IN A SOUTHWESTERLY DIRECTION 300.00 FEET; THENCE TURN AN ANGLE OF 99 DEGREES 13 MINUTES TO THE LEFT IN A SOUTHEASTERLY DIRECTION 150.00 FEET; THENCE TURNING AN ANGLE OF 80 DEGREES 47 MINUTES TO LEFT IN A NORTHEASTERLY DIRECTION 300.00 FEET; THENCE TURNING AN ANGLE OF 99 DEGREES 13 MINUTES TO THE LEFT IN A NORTHWESTERLY DIRECTION ALONG SOUTH BOUNDARY OF APPALOOSA TRAIL RIGHT OF WAY 150.00 FEET TO THE POINT OF BEGINNING.