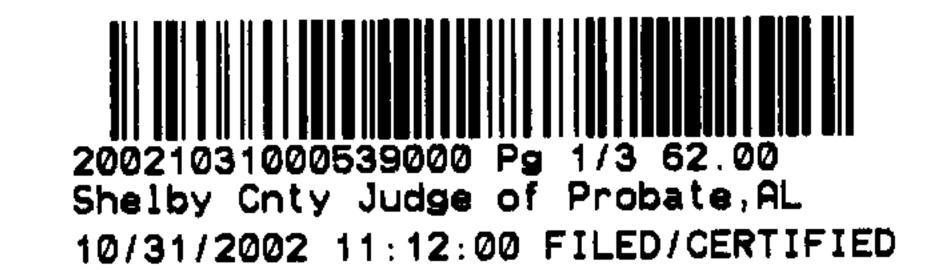
This is a modification of amount from \$20,000.00 to \$30,000.00 and a rate modification. The term has changed.



STATE OF ALABAMA )

JEFFERSON COUNTY )

MORTGAGE MODIFICATION AGREEMENT	
THIS MORTGAGE MODIFICATION AGREEMENT is executed this <u>11th</u> day of <u>OCTOBER</u> , <u>2002</u> , by and between COLONIAL BANK, a state banking corporation (the "Mortgageee") and <u>JOSEPH BURTON SARVER III AND WIFE</u> ,  RAE ELLYN SARVER	
(the "Mortgagor"), as follows:	
WITNESSETH:	
WHEREAS, on JUNE 11, 2001 , Mortgagor executed that certain Mortgage in favor of Mortgagee, which Mortgage was filed for recorded on the 20th day of JULY , 2001, in the Office of the Judge of Probate of SHELBY County, Alabama, in Volume * , Page * (the "Mortgage"); and *INSTRUMENT #2001-30212 WHEREAS, the indebtedness secured by the Mortgage has been renewed, extended or modified pursuant to EQUITY LINE AGREEMENT (the "Agreement"), entered into by and between Mortgagor and Mortgagee on even date herewit and	
WHEREAS, the Mortgagor has requested that the mortgagee increase the credit limit under the Agreement to $30,000$ and $00$ /100 Dollars (\$ 30,000.00 ); and	
WHEREAS, it is the intention of the parties that the lien of the Mortgage secure the indebtedness as renewed, extended or modified by the Agreement;	
NOW, THEREFORE, in consideration of the Agreement, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the partiagree as follows:	es
This Modification is executed to modify the Mortgage to evidence the agreement of the parties that the lien of the Mortgage shall secure the indebtedness as amended and evidenced by the Agreement.	е
2. The Mortgage is modified to secure the credit limit of 30,000 and 00 /100 Dollars (\$ 30,000.00 ).	

- The Mortgagor hereby reaffirms the terms, conditions and provisions of the Mortgage which shall remain in full force and effect as expressly provided therein. The Mortgagor acknowledges that by execution of this Modification and the Agreement, Mortgagor does not intend to effect a novation or substitution, but rather intends to effect an extension and renewal or modification of the original indebtedness now evidenced by the Agreement.
- 4. MMortgagor agrees and acknowledges that the indebtedness as renewed, extended or modified by the Agreement and secured hereby, is valid, binding and enforable against the Mortgagor, and is not subject to any offsets, recoupment, deduction or other defenses of any kind or nature.
- 5. Except as modified hereby, the lien of the Mortgage shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Modification to be signed as of the day and year first above written.

COLONIAL BANK, a state banking corporation

Its: Branch Ma

(Mortgagee)

JØSEPH BURTON SARVER III

RAE ELLYN SARVER

(Mortgagor)

This Instrument Prepared by:

TAMMY WILSON

COLONIAL BANK

P.O. BOX 1887

-BIRMINGHAM, AL 35201

STATE OF ALABAMA )
COUNTY OFJEFFERSON)
I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that CHERYL HITT, whose name as of Colonial Bank, a state banking corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he/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 the11th day ofOCTOBER
STATE OF ALABAMA )
COUNTY OF <u>JEFFERSON</u> )
I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that <u>JOSEPH BURTON SARVER III &amp; RAE ELLYN SARWHER</u> e name(s) is/are signed to the foregoing instrument, and who is/are known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he/she/they executed the same voluntarily on the day the same bears date.
Given under my hand and official seal, this the <u>11th</u> day of <u>OCTOBER</u> 2002 .
Notary Public Mister Mister Motors
My Commission Expires: MY COMMISSION EXPIRES DECEMBER 18, 2006