

11-22

WHEN RECORDED MAIL TO:

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

20023161225380
070499587105

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated November 19, 2002, is made and executed between **THOMAS W. LESSER**, whose address is 117 WHITE CAP CIR, ALABASTER, AL 35007 and **KAREN B. LESSER**, whose address is 117 WHITE CAP CIR, ALABASTER, AL 35007; husband and wife (referred to below as "Grantor") and AmSouth Bank, whose address is 1235 First Street North, Alabaster, AL 35007 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated June 18, 2001 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

07/05/2001, SHELBY COUNTY, INSTR. #2001-27819.

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 117 WHITE CAP CIR, ALABASTER, AL 35007.

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 \$ 28,000 to \$ 40,000.


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 NOVEMBER 19, 2002.

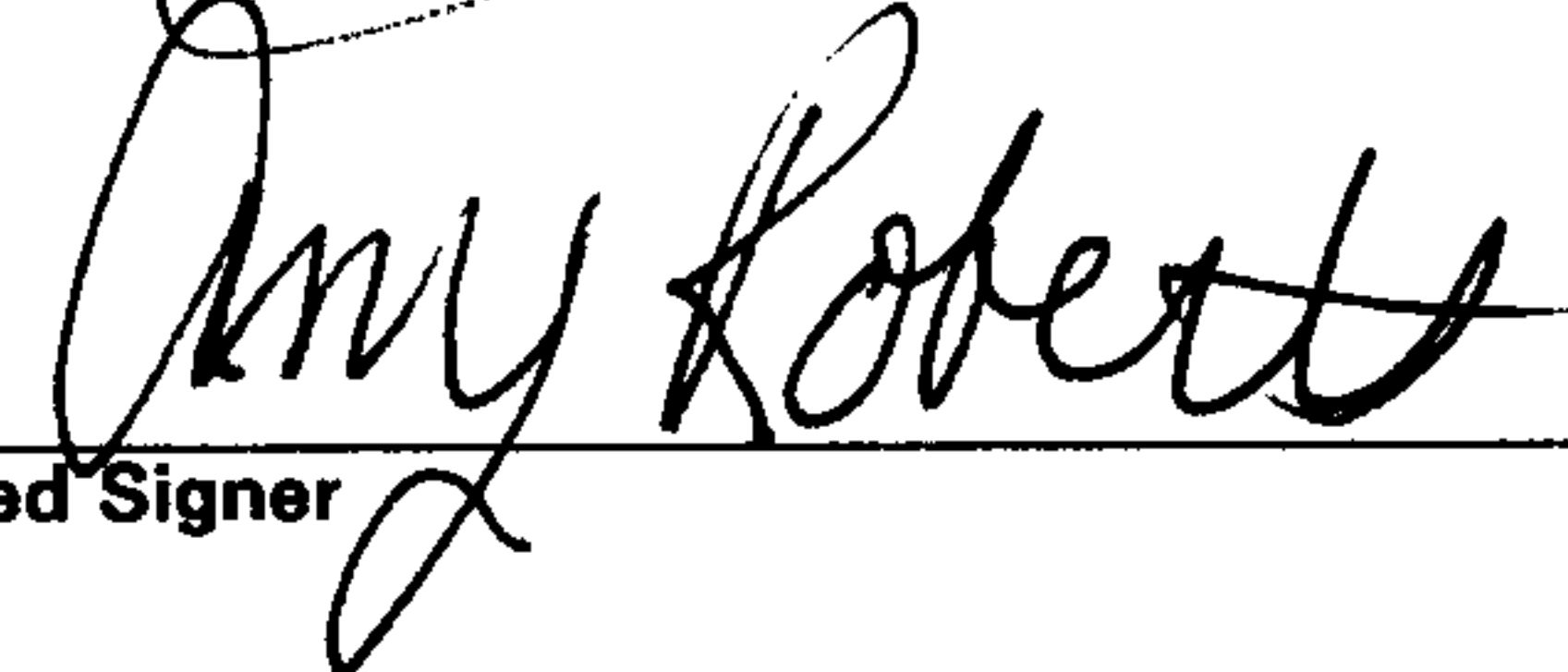
THIS MODIFICATION IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS MODIFICATION IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.

GRANTOR:

X  (Seal)
THOMAS W. LESSER, Individually

X  (Seal)
KAREN B. LESSER, Individually

LENDER:

X  (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

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

MODIFICATION OF MORTGAGE
(Continued)

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INDIVIDUAL ACKNOWLEDGMENT

STATE OF Alabama

COUNTY OF Shelby

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) SS
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GLORIA FAYE GOUGE
Notary Public
STATE OF ALABAMA

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **THOMAS W. LESSER and KAREN B. LESSER, 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 19 day of April, 2002.

Gloria Faye Gouge
Notary Public

My commission expires **NOTARY PUBLIC STATE OF ALABAMA AT LARGE**
MY COMMISSION EXPIRES: May 7, 2006
RENEWED THREE NOTARY PUBLIC UNDERSTANDING

LENDER ACKNOWLEDGMENT

STATE OF Alabama

COUNTY OF at Gause

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) SS
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I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Amy Roberts 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 19th day of November, 2002.

Linda Brown
Notary Public

My commission expires

MY COMMISSION EXPIRES
December 11, 2002

Lot 50-A, of a Resurvey of Lots 46, 47, 50 and 51 of Second Sector, Portsouth, as recorded in Map Book 6, Page 80, in the Probate Office of SHELBY County, ALABAMA, except that part of said Lot 50-A, more particularly described as follows:

From the southwest corner of said Lot 50-A, run northeasterly along the common line between Lot 50-A and Lot 51 for a distance of 17.39 feet to the point of beginning; thence continue northeasterly along same course for a distance of 34.68 feet; thence turn an angle right of 143 degrees 42 minutes and run southerly a distance of 22.55 feet; thence turn an angle right and run southwesterly for a distance of 21.35 feet to the point of beginning.

Inst # 2001-27819

07/05/2001-27819
02:03 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
007 CJ1 71.00