

11-25
WHEN RECORDED MAIL TO:

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

20022971932300

070499840355

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated November 21, 2002, is made and executed between BARBARA CARSON, whose address is 112 TALL TIMBER RD, ALABASTER, AL 35007 and THOMAS J. CARSON, whose address is 112 TALL TIMBER RD, ALABASTER, AL 35007; wife and husband (referred to below as "Grantor") and AmSouth Bank, whose address is 1 Independence Plaza, Homewood, AL 35209 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated August 15, 2002 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED ON AUGUST 29, 2002 IN SHELBY COUNTY IN 20020829000413290 PAGE 1/7 216.50
MODIFIED ON NOVEMBER 21, 2002.

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 112 TALL TIMBER RD, 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 \$125,000 to \$130,000.

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 21, 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 Barbara Carson (Seal)
BARBARA CARSON, Individually

X Thomas J. Carson (Seal)
THOMAS J. CARSON, Individually

LENDER:

X Amy Roberts (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

Name: ALLEN PAIR
Address: P.O. BOX 830721
City, State, ZIP: BIRMINGHAM, AL 35283

MODIFICATION OF MORTGAGE
(Continued)

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INDIVIDUAL ACKNOWLEDGMENT

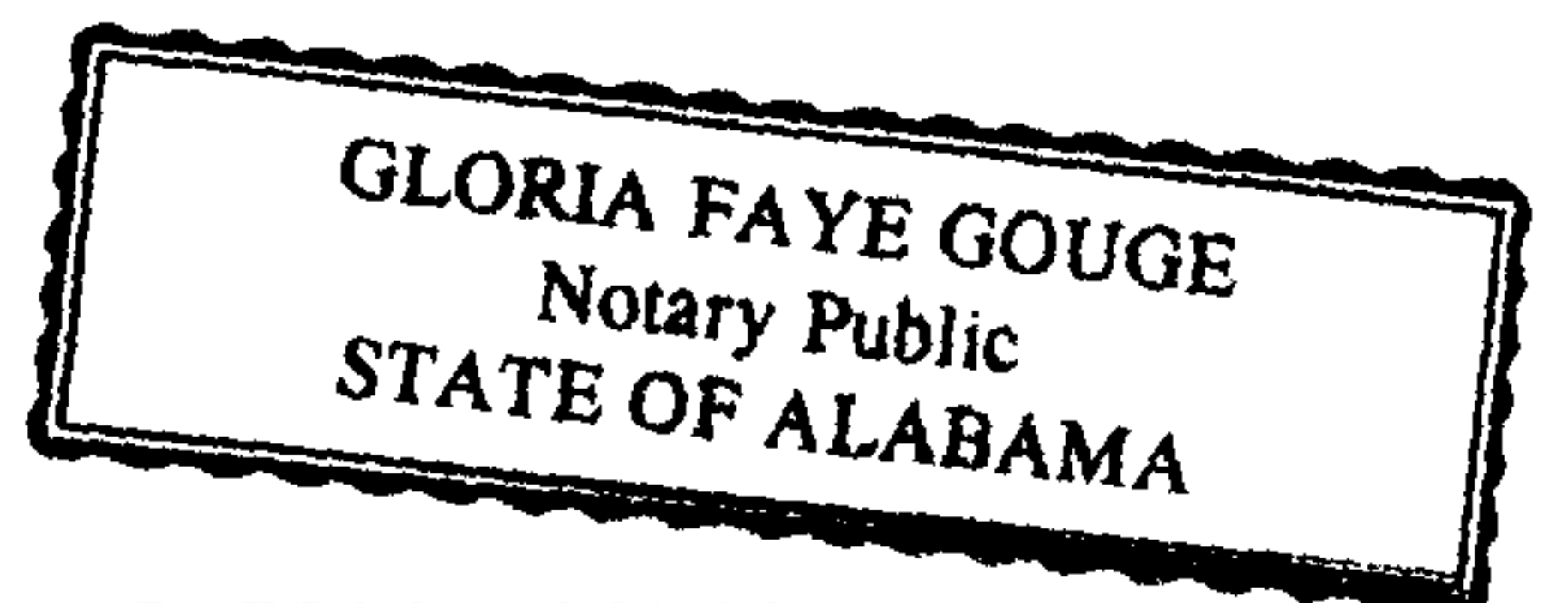
STATE OF Alabama

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COUNTY OF Shelby

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I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **BARBARA CARSON and THOMAS J. CARSON, 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 21 day of Dec. 2002.
Gloria Faye Gouge
Notary Public

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
My commission expires May 7, 2006
~~NOTARY PUBLIC STATE OF ALABAMA AT LARGE~~

LENDER ACKNOWLEDGMENT

STATE OF Alabama

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COUNTY OF at Large

) 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 21st day of November, 2002.
Adrienne D. Jones
Notary Public

My commission expires _____

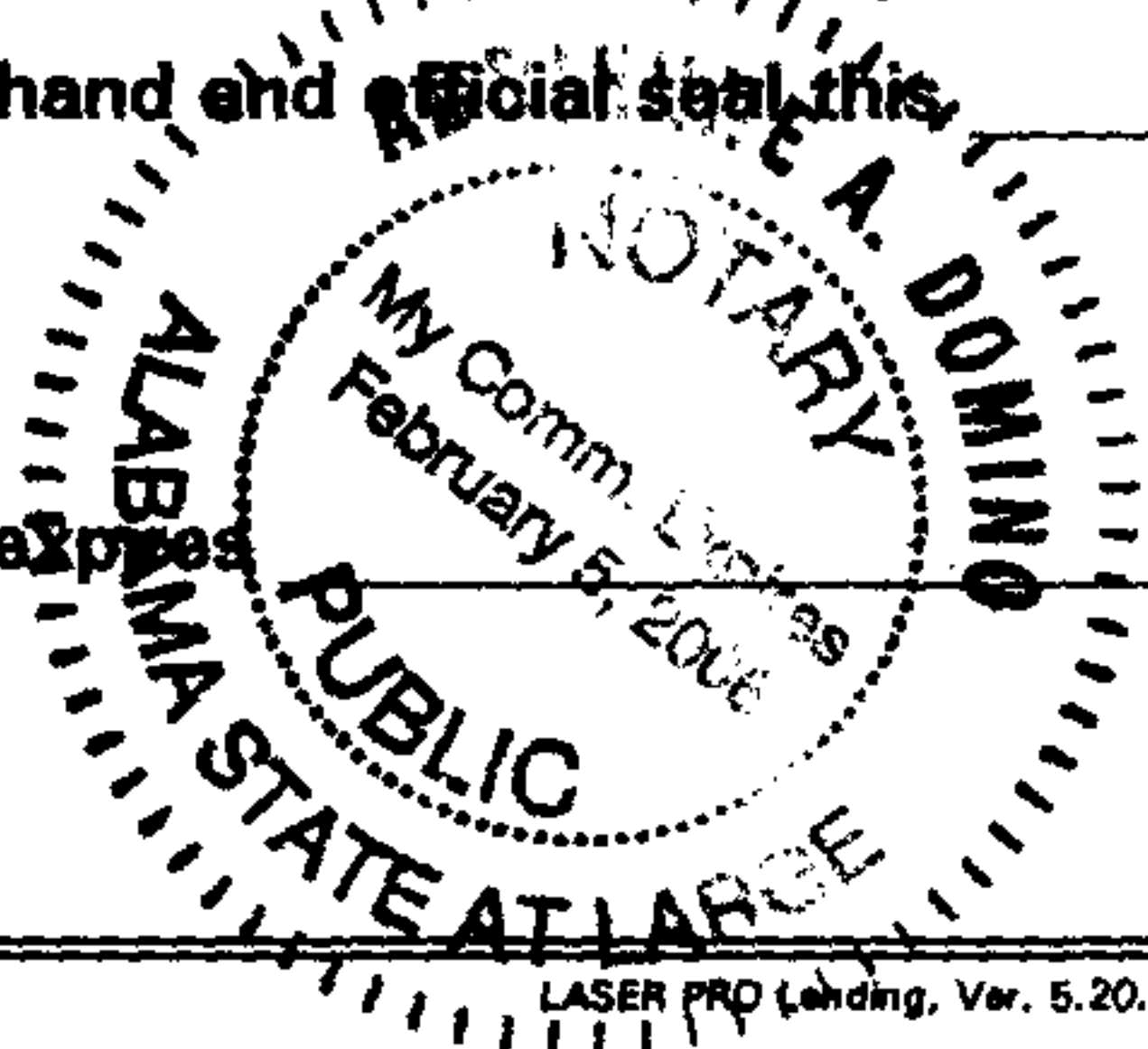


EXHIBIT "A"

Part of the SW 1/4 of the SE 1/4 of Section 15, Township 21 South, Range 3 West, of the Huntsville Principal Meridian Shelby County, Alabama, more particularly described as follows:

Beginning at the NE corner of said 1/4-1/4 section and run in a westerly direction along the north line of said 1/4-1/4 section for 882.49 feet to the point; thence turn an angle to the left of 91 deg. 19 min. 40 sec. and run in a southerly direction for 636.95 feet to the north right-of-way line of Tall Timber Road; thence turn an angle to the left of 88 deg. 20 min. 43 sec. and run in an easterly direction along said right-of-way line for 576.21 feet to a point; thence turn an angle to the right of 90 deg. 00 min. and continue in a southerly direction along said right-of-way line for 25.0 feet to a point; thence turn an angle to the left of 90 deg. 25 min. 20 sec. and run in an easterly direction for 307.36 feet to the east line of the aforesaid 1/4-1/4 section; thence turn an angle to the left of 91 deg. 15 min. 29 sec. and run in a northerly direction for 664.74 feet to the NE corner of said 1/4-1/4 section and the point of beginning; being situated in Shelby County, Alabama.