

11/27

WHEN RECORDED MAIL TO:

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

20022960935210
070499371617

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated November 25, 2002, is made and executed between PARKS E GETTYS, whose address is 2816 BEAR CREEK RD, STERRETT, AL 35147 and FAYE W GETTYS, whose address is 2816 BEAR CREEK RD, STERRETT, AL 35147; husband and wife (referred to below as "Grantor") and AmSouth Bank, whose address is 200 Corporate Ridge North, Birmingham, AL 35242 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated June 9, 1999 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED JUNE 28, 1999, SHELBY COUNTY, INSTR #1999-26961

MODIFIED NOVEMBER 25 2002

MATURITY DATE JUNE 9 2019.

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 2816 BEAR CREEK RD, STERRETT, AL 35147.

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

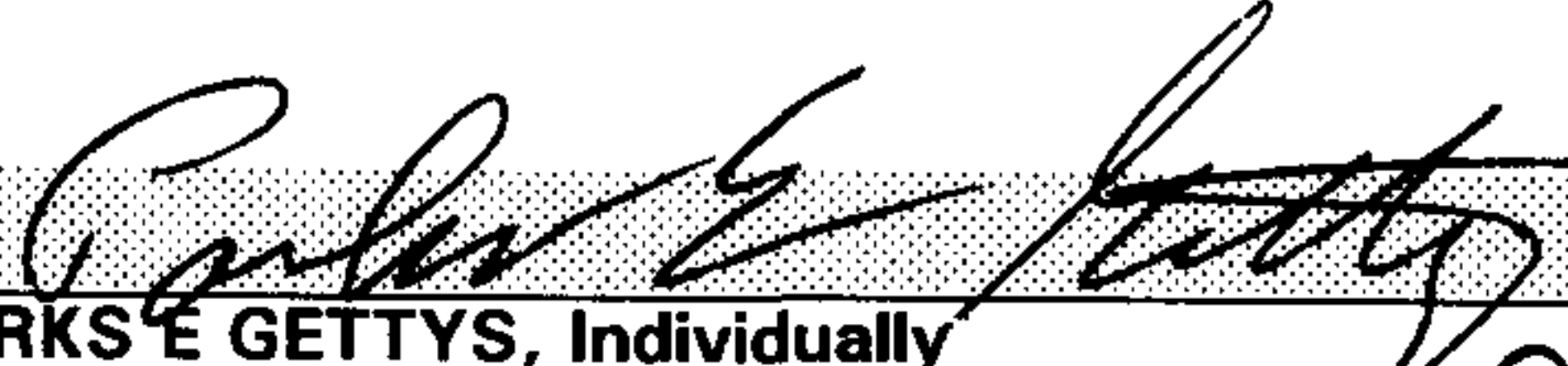
The Credit Limit or maximum principal indebtedness secured by the Mortgage (excluding finance charges, any temporary overages, other charges and any amounts expended or advanced as provided in the Mortgage) is hereby increased from \$100000 to \$181000.

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 NOVEMBER 25, 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)
PARKS E GETTYS, Individually

X  (Seal)
FAYE W GETTYS, Individually

LENDER:

X  (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

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

MODIFICATION OF MORTGAGE
(Continued)

Page 2

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Alabama)
) SS
COUNTY OF Shelby)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **PARKS E GETTYS and FAYE W GETTYS, 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 25th day of November, 20 02.

MY COMMISSION
EXPIRES ON
JANUARY 28, 2006

[Signature]
Notary Public

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 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 25th day of November, 20 02.

[Signature]
Notary Public

My commission expires 11-25-05

EXHIBIT "A"

Commence at the Northwest corner of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 15, Township 19 South, Range 1 West, Shelby County, Alabama; thence run in a Southeasterly direction along the Southwest diagonal line of the NE $\frac{1}{4}$ of said NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ for a distance of 421.86 feet to the point of beginning; thence continue along last described course for a distance of 316.44 feet; thence $71^{\circ}26'53''$ left and Northeasterly for a distance of 675.66 feet; thence 90° left and Northwesterly for a distance of 300.0 feet; thence 90° left and Southwesterly for a distance of 776.34 feet to the point of beginning.

Also a 20 foot road right of way more particularly described as follows:

Commence at the Northwest corner of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 15, Township 19 South, Range 1 West, Shelby County, Alabama; Southeasterly along the Southwest diagonal line of the NE $\frac{1}{4}$ of said NE $\frac{1}{4}$ of SE $\frac{1}{4}$ for a distance of 421.86 feet; thence $71^{\circ}26'53''$ left and Southeasterly for a distance of 335.07 feet to centerline of a 20 foot road easement, being point of beginning; thence $34^{\circ}14'49''$ left and Northeasterly along center line of said 20 foot road easement for a distance of 105.3 feet to the P.C. of a curve to the right having a central angle of $35^{\circ}32'43''$ a curve radius of 59.86 feet; thence run along the arc of said curve 37.14 feet; thence run along tangent Southeasterly for a distance of 159.5 feet to the P.C. of a curve to the left having a central angle of $88^{\circ}32'35''$ a curve radius of 58.0 feet; thence run along arc of said curve 89.63 feet; thence run along tangent Northerly for a distance of 100.98 feet to the P.C. of a curve to the right having a central angle of $70^{\circ}17'14''$ a curve radius of 62.80 feet; thence run along the arc of said curve 77.04 feet; thence turn along tangent Easterly for a distance of 92.81 feet to the P.C. of a curve to the right having a central angle of $13^{\circ}40'01''$ a curve radius of 209.65 feet; thence run along the arc of said curve 50.0 feet; thence run along tangent Easterly for a distance of 39.92 feet to the P.C. of a curve to the left having a central angle of $93^{\circ}11'32''$ a curve radius of 32.94 feet; thence run along the arc of said curve 53.58 feet; thence run along tangent Northerly for a distance of 36.66 feet to the P.C. of a curve to the left having a central angle of $0^{\circ}56'21''$ a curve radius of 3050.28 feet; thence run along the arc of said curve 50.0 feet; thence run along tangent Northerly for a distance of 56.81 feet to P.C. of a curve to the left having a central angle of $29^{\circ}11'28''$ a curve radius of 89.96 feet; thence run along arc of said curve for a distance of 45.83 feet; thence run Northwesterly for a distance of 41.13 feet to the P.C. of a curve to the right having a central angle of $61^{\circ}56'46''$ a curve radius of 48.10 feet; thence run along arc of said curve 52.01 feet; thence run along tangent Northeasterly for a distance of 16.0 feet to P.C. of a curve to the left having a central angle of $29^{\circ}53'31''$ a curve radius of 71.40 feet; thence run along arc of said curve 37.25 feet; thence run along tangent Northerly for a distance of 264.39 feet to the centerline of Shelby County Highway #43, being the point of ending.