

WHEN RECORDED MAIL TO:

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

20023380753110 SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY
070494603639

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated December 24, 2002, is made and executed between JUDY W PARKER, whose address is 726 3RD ST NE, ALABASTER, AL 35007 and PAMELA L PARKER, whose address is 726 3RD ST NE, ALABASTER, AL 35007; both unmarried (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 July 18, 2001 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED AUGUST 6, 2001 SHELBY COUNTY INST# 2001-32646 .

REAL PROPERTY DESCRIPTION. The Mortgage covers the following described real property located in SHELBY County, State of Alabama:

LOT 32, ACCORDING TO THE SURVEY OF WHITESTONE TOWNHOMES, PHASE ONE, AS RECORDED IN MAP BOOK 20, PAGE 125, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

The Real Property or its address is commonly known as 726 3RD ST NE, 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 \$ 6500 to \$ 13000 .

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 DECEMBER 24, 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 Judy W. Parker (Seal)
JUDY W PARKER, Individually

X Pamela L. Parker (Seal)
PAMELA L PARKER, Individually

LENDER:

X Amelia Hoffman (Seal)
Authorized Signer

Amy Roberts

This Modification of Mortgage prepared by:

Name: KENYA BRIDGET
Address: P.O. BOX 830721
City, State, ZIP: BIRMINGHAM, AL 35283

MODIFICATION OF MORTGAGE
(Continued)

20030113000024340 Pg 2/2 15.00
Shelby Cnty Judge of Probate, AL
01/13/2003 13:43:00 FILED/CERTIFIED

INDIVIDUAL ACKNOWLEDGMENT

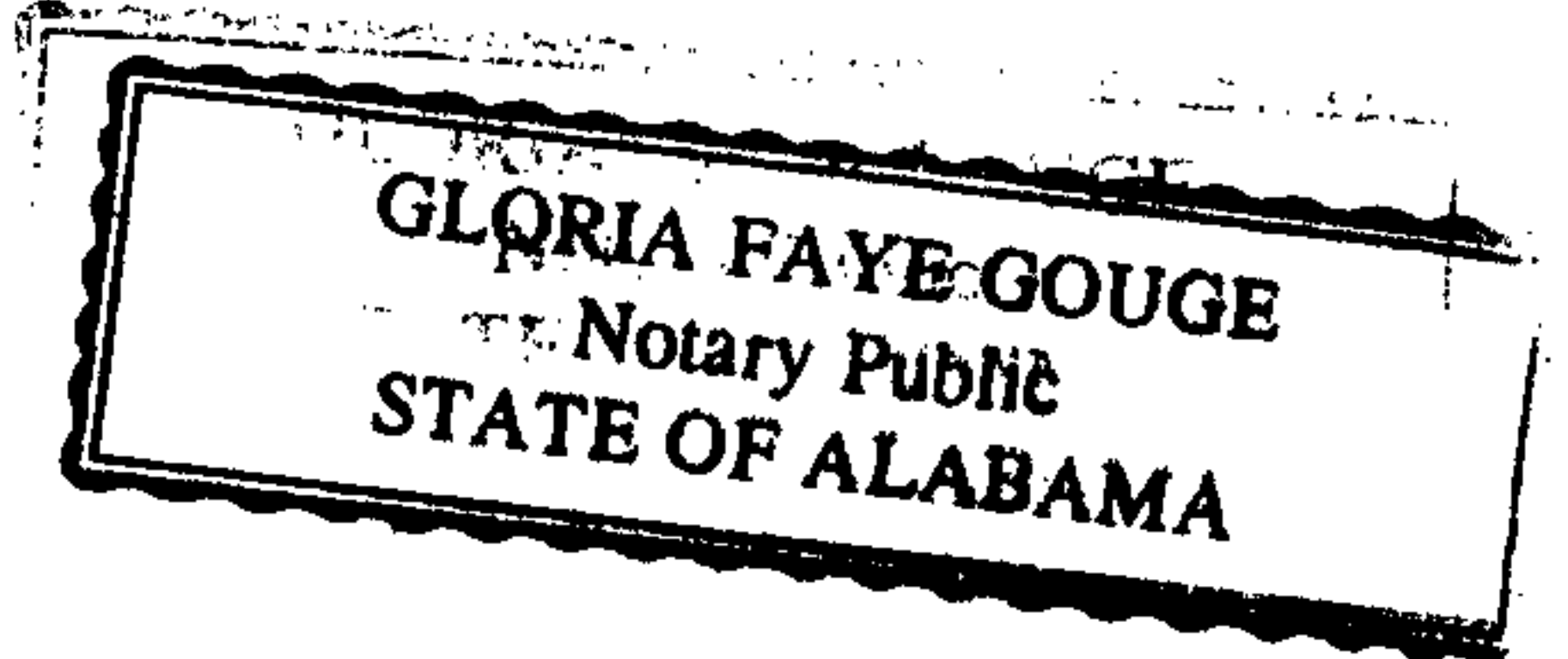
STATE OF Alabama

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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 JUDY W PARKER and PAMELA L PARKER, both unmarried, 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 24 day of Dec, 2002.

Gloria Faye Gouge
Notary Public

My commission expires NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: May 7, 2004

LENDER 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 _____ 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 27 day of Dec, 2002.

Adrienne A. Domino
Notary Public

My commission expires ADRIENNE A. DOMINO
NOTARY
My Comm. Expires
February 5, 2006
PUBLIC
ALABAMA STATE AT LARGE

