

1/8

WHEN RECORDED MAIL TO:

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

20023651144320
4327130000016215

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated January 6, 2003, is made and executed between JAMES R ENGLAND, whose address is 465 OLD OAK COVE, CHELSEA, AL 35043 and KAREN J ENGLAND, whose address is 465 OLD OAK COVE, CHELSEA, AL 35043; 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 August 23, 2002 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED ON SEPTEMBER 10, 2002 THE PROBATE OFFICE OD SHELBY COUNTY IN INSTRUMENT #20020910000433580.

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

See ATTACHED 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 465 OLD OAK COVE, CHELSEA, AL 35043.

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

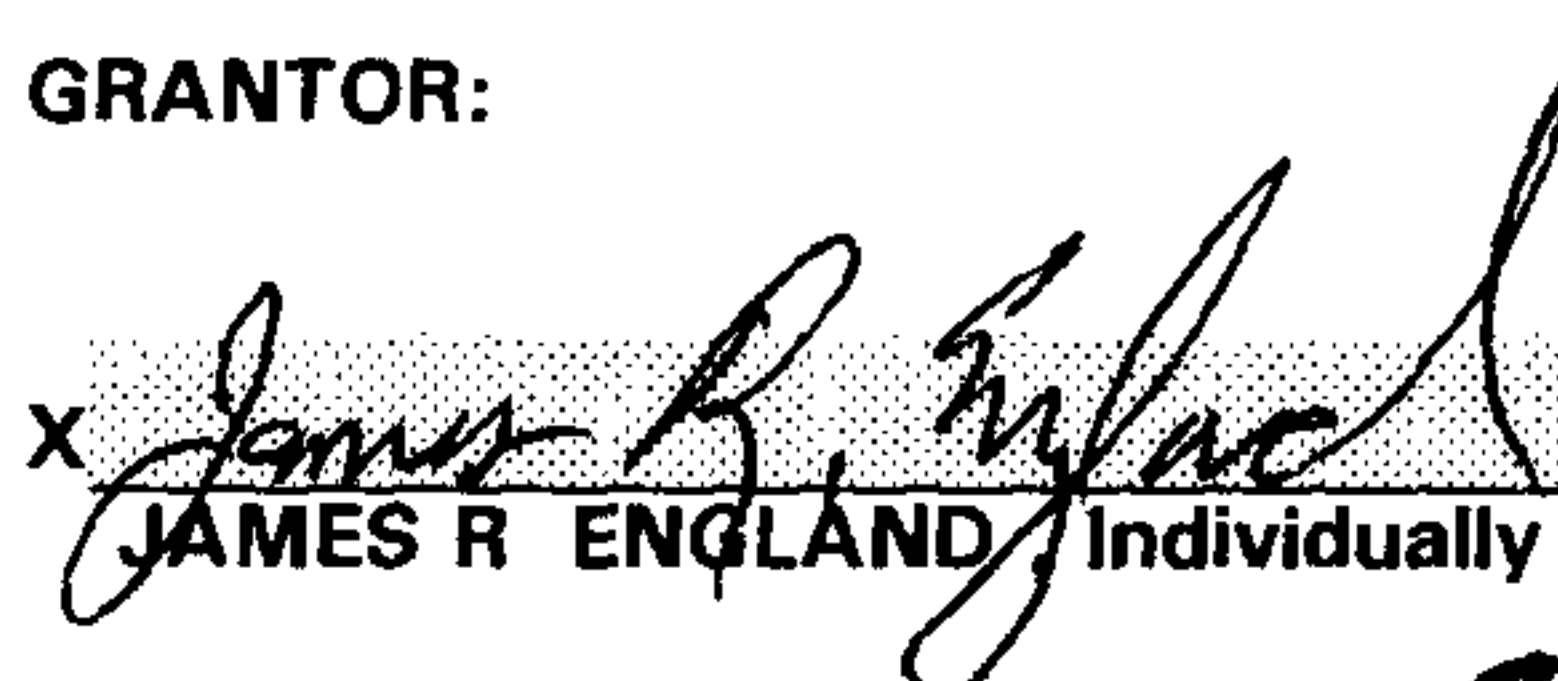
The Credit Limit or maximum principal indebtedness secured by the Mortgage (excluding finance charges, any temporary overages, other charges and any amounts expended or advanced as provided in the Mortgage) is hereby increased from \$35,000.00 to \$75,000.00.

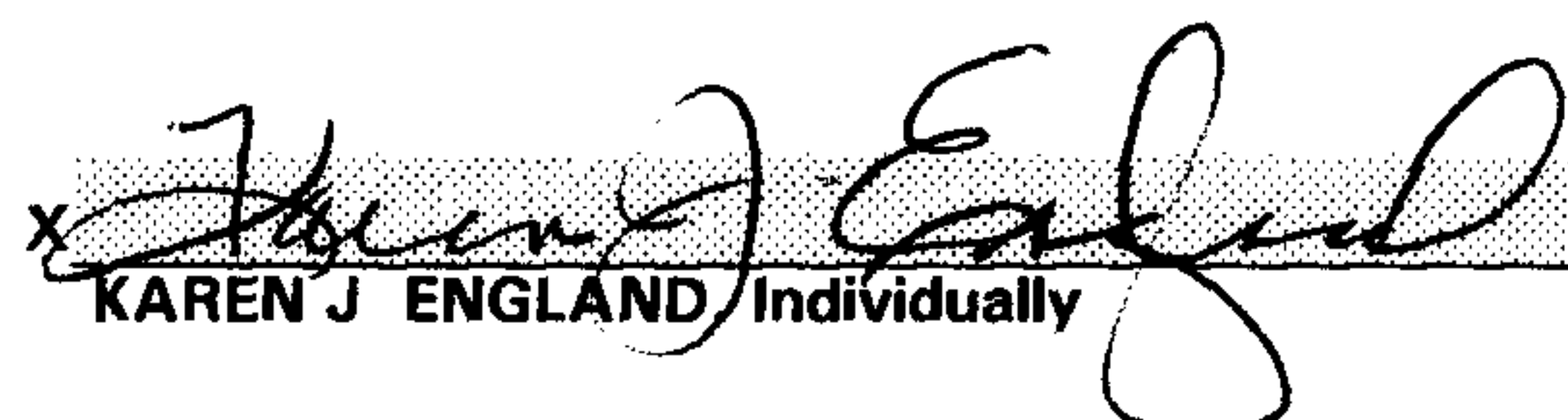
CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right 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 JANUARY 6, 2003.

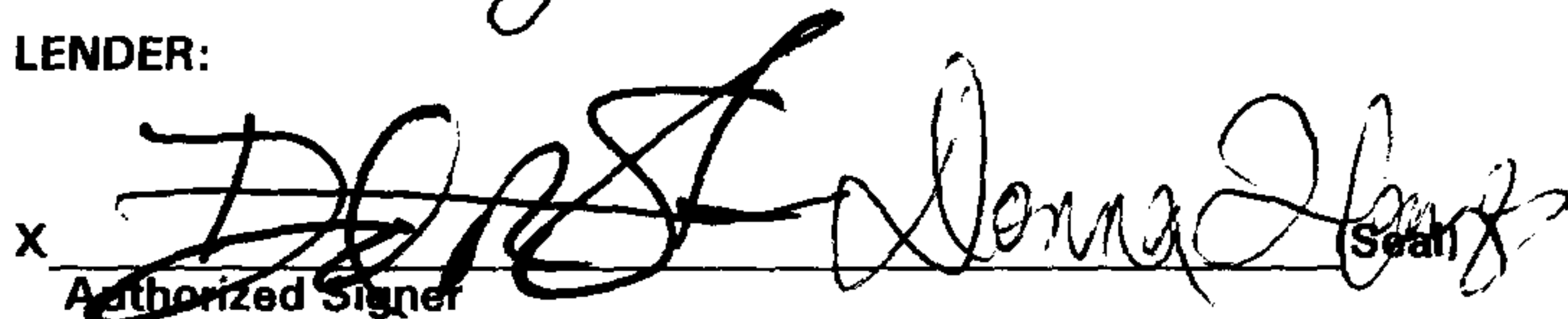
THIS MODIFICATION IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS MODIFICATION IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.

GRANTOR:

X  (Seal)
JAMES R ENGLAND Individually

X  (Seal)
KAREN J ENGLAND Individually

LENDER:

X  (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

Name: CONNIE STOVES
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 **JAMES R ENGLAND and KAREN J ENGLAND, 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 6th day of January, 20 03.

MY COMMISSION
EXPIRES ON
JANUARY 28, 2006

My commission expires

Pamford Roe
Notary Public

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 Donna Hayes 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 6th day of January, 20 03.

MY COMMISSION EXPIRES
December 11, 2006

My commission expires

Donna Hayes
Notary Public

#2002-0220947400 ENGLAND

EXHIBIT "A"

Lot 1 of Lakeview Family Subdivision, approximately 5.24 acres as recorded in Book 27, Page 136 of Probate Records.

Better Described as follows:

Commence at the Southwest corner of the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 29, Township 19 South, Range 1 West, and run South 89 degrees 43 minutes 04 seconds East for 305.00 feet; to the beginning point; thence run South 89 degrees 43 minutes 04 seconds East for 528.00 feet; thence run North 00 degrees 16 minutes 56 seconds East for 285.00 feet; thence run North 40 degrees 34 minutes 39 seconds West for 284.44 feet; thence run North 89 degrees 43 minutes 04 seconds West for 355.00 feet; thence run South 00 degrees 16 minutes 56 seconds West for 465.00 feet to the beginning point.

Together with:

An easement for a private road as described in instrument recorded in Book 307, Page 407, and amended by instrument recorded in Book 309, Page 193 of Probate Records; and a nonexclusive easement to use the roadway presently in existence over a strip of land of the width of 30 feet which extends Westwardly from the paved Florida Short Route (old U.S. 280) to a point on the East line of the Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 29, Township 19 South, Range 1 West, said thirty-foot strip of land lying 20 feet North of and 10 feet South of the line dividing said Sections 20 and 29.

An easement (recorded as Inst. No. 2000-18981 of Probate Records); for purposes of ingress and egress, vehicular traffic, and the installation of utilities, sewer, water and telephone; upon the Southernmost edge, running 30 feet Northerly in width and running the length of the property described as:

The Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 20, Township 19 South, Range 1 West.

Also:

That portion of the Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 29, Township 19 South, Range 1 West, that is North of the South line of a private road that runs approximately down the North line of said quarter-quarter Section all in Shelby County, Alabama.

An easement for a private road as recorded on the Lakeview Family Subdivision as recorded in Book 27, Page 136 of Probate Records.

Inst # 2001-47863

11/06/2001-47865
09:35 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
137.00