

WHEN RECORDED MAIL TO:

AmSouth Bank
Meadow Brook Office
200 Corporate Ridge North
Birmingham, AL 35242

20030061233050
070499693325

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated January 13, 2003, is made and executed between ROGER D RADER, whose address is 3516 CHESHIRE DR, BIRMINGHAM, AL 35242 and LINDA S RADER, whose address is 3516 CHESHIRE DR, BIRMINGHAM, AL 35242; 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 November 26, 2001 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

DECEMBER 10, 2001 SHELBY COUNTY BOOK 2001 PAGE 53800/MODIFIED JANUARY 13, 2003.

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

LOT 81, ACCORDING TO THE SURVEY OF MEADOW BROOK, FIFTH SECTOR, FIRST PHASE, AS RECORDED IN MAP BOOK 8, PAGE 109 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

The Real Property or its address is commonly known as 3516 CHESHIRE DR, BIRMINGHAM, AL 35242.

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

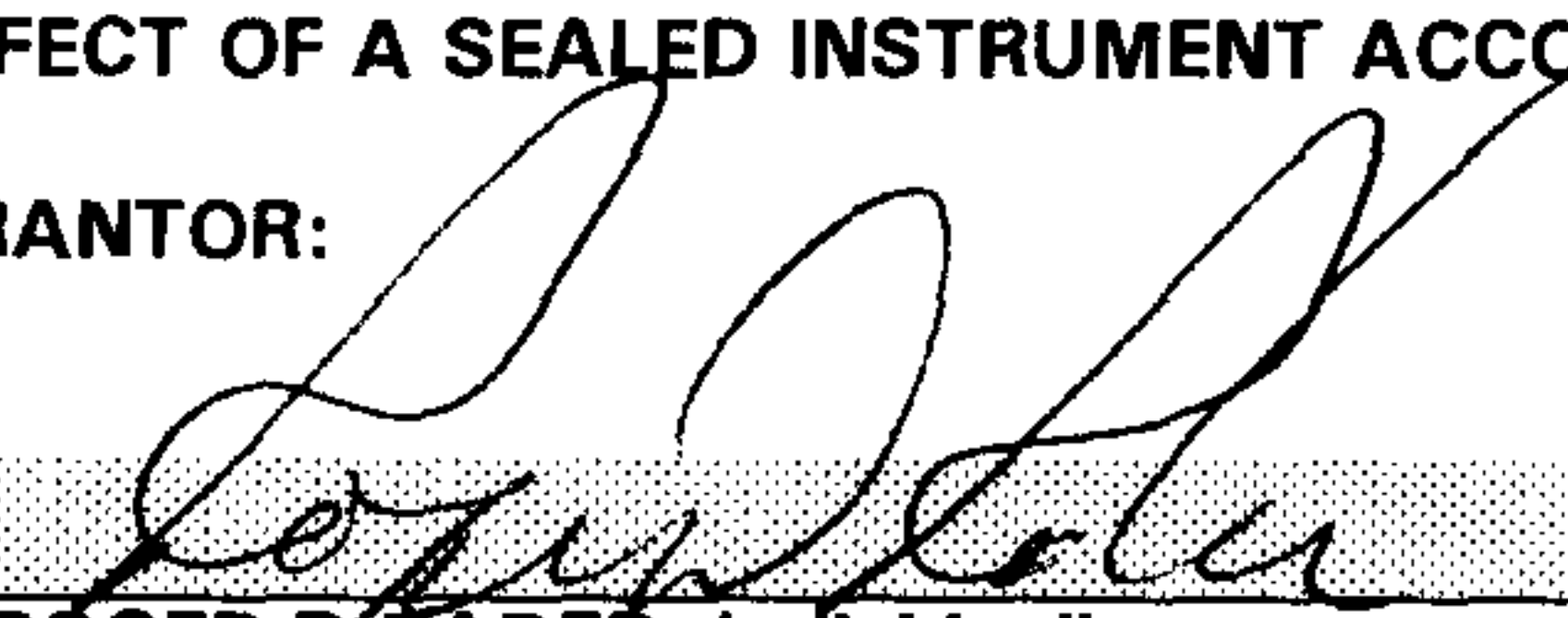
The Credit Limit or maximum principal indebtedness secured by the Mortgage (excluding finance charges, any temporary overages, other charges and any amounts expended or advanced as provided in the Mortgage) is hereby increased from \$ 80,000.00 to \$ 90,000.00.

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 13, 2003.

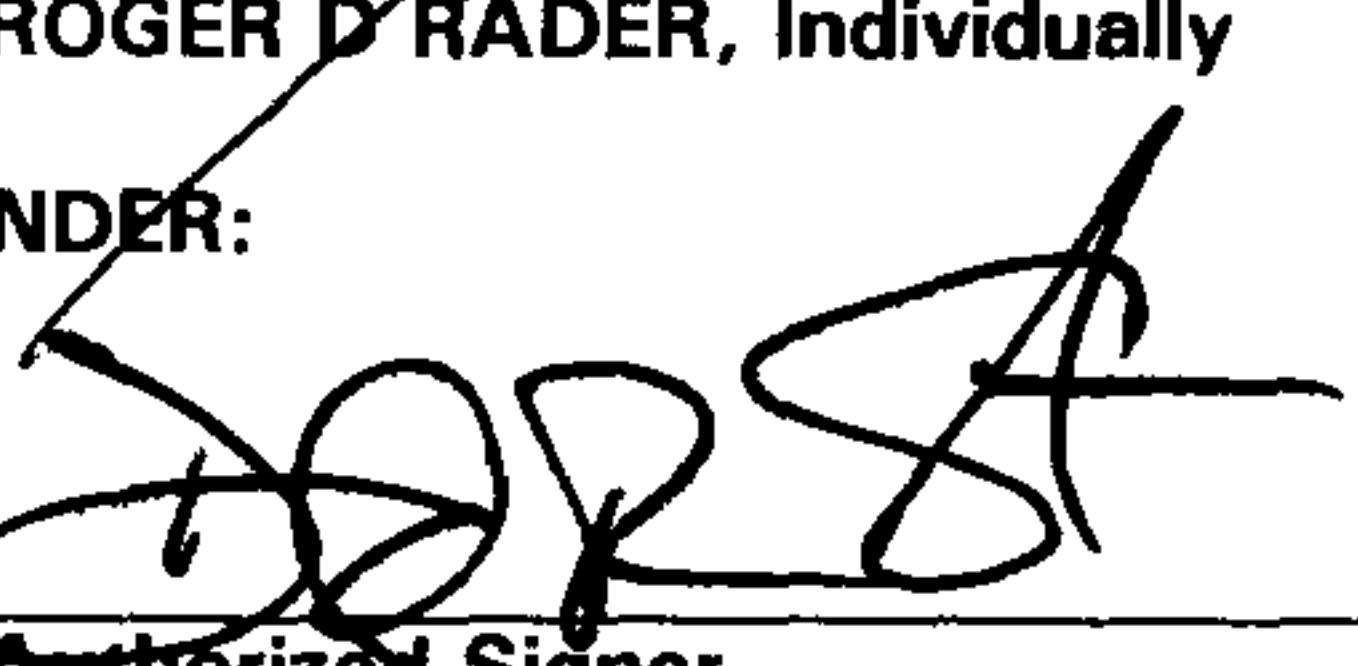
THIS MODIFICATION IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS MODIFICATION IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.

GRANTOR:

X  (Seal)
ROGER D RADER, Individually

X  (Seal)
LINDA S RADER, Individually

LENDER:

X  (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

Name: JANICE RICHARDSON
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) SS
)

20030128000050300 Pg 2/2 29.00
Shelby Cnty Judge of Probate, AL
01/28/2003 13:55:00 FILED/CERTIFIED

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **ROGER D RADER and LINDA S RADER, 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 13th day of January, 2003
B. M. Buford Jr.
Notary Public

My commission expires JANUARY 28, 2006
MY COMMISSION
EXPIRES ON

LENDER ACKNOWLEDGMENT

STATE OF Alabama)
COUNTY OF Shelby) SS
)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that David R. Stricklin 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 13th day of January, 2003
Meighan Hargreaves Sternberg
Notary Public

My commission expires JUNE 26, 2006
NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: June 26, 2006
BOWEN JAMES NOTARY PUBLIC UNDERWRITERS