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**WHEN RECORDED MAIL TO:**

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

20023371232330  
670499204420  
SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

**MODIFICATION OF MORTGAGE**

**THIS MODIFICATION OF MORTGAGE** dated January 14, 2003, is made and executed between E. WAYNE MCCAIN, whose address is 176 WEATHERLY WAY, PELHAM, AL 35124 and LYNNE P. MCCAIN, whose address is 176 WEATHERLY WAY, PELHAM, AL 35124; husband and wife (referred to below as "Grantor") and AmSouth Bank, whose address is 2228 Pelham Parkway, Pelham, AL 35124 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated February 21, 1997 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

**RECORDED IN SHELBY COUNTY, 03/17/1997, INST #1997-08133; MODIFIED JANUARY 13, 2003.**

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

PARCEL I: LOTS 25 AND 26, ACCORDING TO THE SURVEY OF WEATHERLY SUBDIVISION, AS RECORDED IN MAP BOOK 13, PAGE 1, A & B, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA. PARCEL II: LOT 161, ACCORDING TO THE SURVEY OF WEATHERLY, SECTOR 2, PHASE 2, AS RECORDED IN MAP BOOK 14, PAGE 73, A & B, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

The Real Property or its address is commonly known as 176 WEATHERLY WAY, PELHAM, AL 35124.

**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 \$100,000.00 to \$325,000.00.

**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 14, 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)  
E. WAYNE MCCAIN, Individually

X  (Seal)  
LYNNE P. MCCAIN, Individually

**LENDER:**

X  (Seal)  
Authorized Signer

**This Modification of Mortgage prepared by:**

Name: JATONIA DIAL  
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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20030128000050790 Pg 2/2 351.50  
Shelby Cnty Judge of Probate, AL  
01/28/2003 14:29:00 FILED/CERTIFIED

COUNTY OF Shelby

) SS

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I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **E. WAYNE MCCAIN and LYNNE P. MCCAIN, 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 14<sup>th</sup> day of January, 2003.

NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: Jan 25, 2006  
~~BONDED THRU NOTARY PUBLIC UNDERWRITERS~~

My commission expires \_\_\_\_\_

Michael J. [Signature]  
Notary Public

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 14<sup>th</sup> day of January, 2003.

MY COMMISSION EXPIRES  
December 11, 2006

My commission expires \_\_\_\_\_

Linda J. Boyer  
Notary Public