

WHEN RECORDED MAIL TO:

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

20030091305410
070499451492

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated January 27, 2003, is made and executed between MICHAEL G. CONNOLLY, JR., whose address is 334 N LAKE RD, BIRMINGHAM, AL 35242 and SUSAN P. WILKENS, whose address is 334 N LAKE RD, BIRMINGHAM, AL 35242; husband and wife (referred to below as "Grantor") and AmSouth Bank, whose address is 1900 University Boulevard, Birmingham, AL 35233 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated May 18, 2000 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED ON 08/11/00, INSTRUMENT # 2000-27469 IN SHELBY COUNTY AND MODIFIED 1/27/03.

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 334 N LAKE RD, BIRMINGHAM, AL 35242.

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

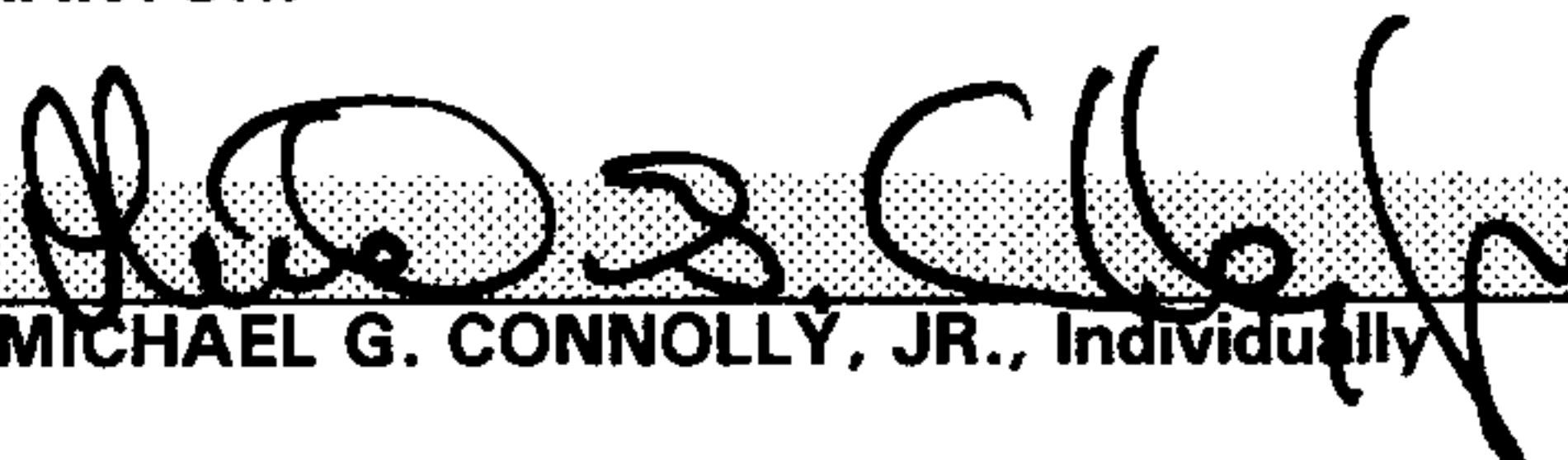
The Credit Limit or maximum principal indebtedness secured by the Mortgage (excluding finance charges, any temporary overages, other charges and any amounts expended or advanced as provided in the Mortgage) is hereby increased from \$172,000 to \$201,000.

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 27, 2003.

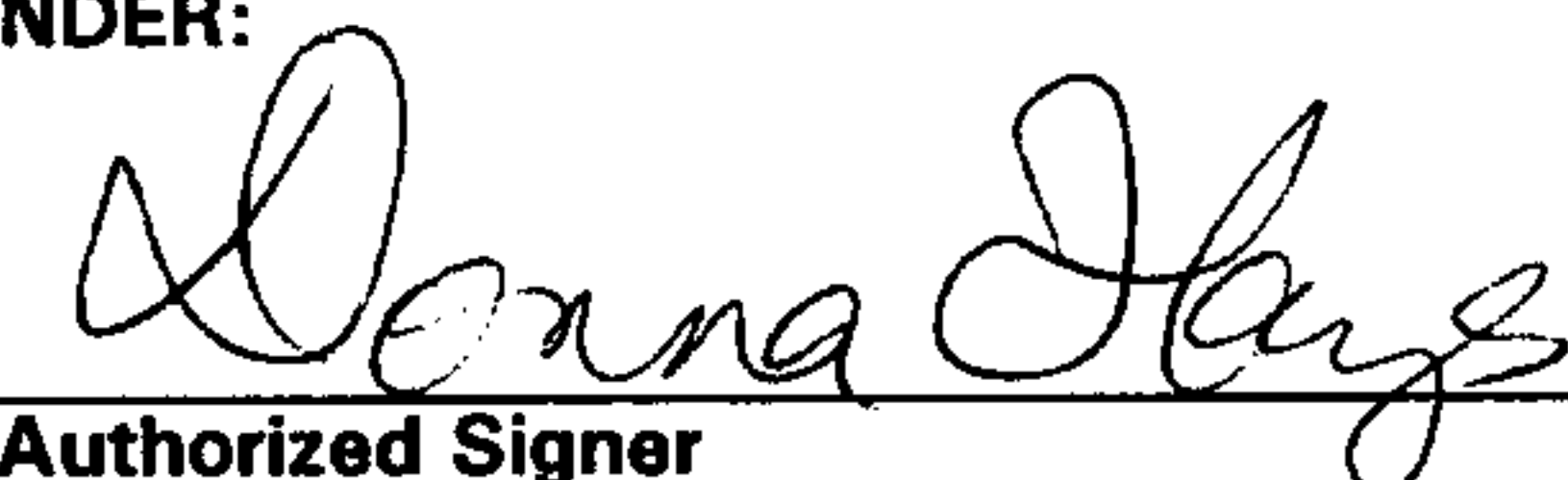
THIS MODIFICATION IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS MODIFICATION IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.

GRANTOR:

X  (Seal)
MICHAEL G. CONNOLLY, JR., Individually

X  (Seal)
SUSAN P. WILKENS, Individually

LENDER:

X  (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

Name: VERNITA BROWN
Address: P.O. BOX 830721
City, State, ZIP: BIRMINGHAM, AL 35283

MODIFICATION OF MORTGAGE
(Continued)

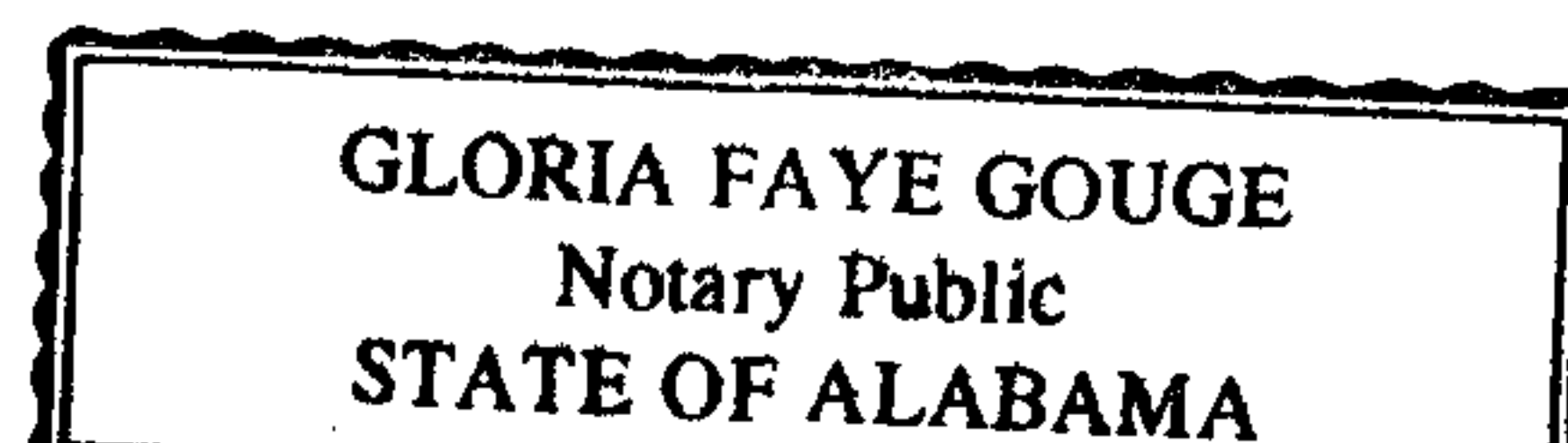
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INDIVIDUAL ACKNOWLEDGMENT

STATE OF Alabama

COUNTY OF Shelby

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I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that MICHAEL G. CONNOLLY, JR. and SUSAN P. WILKENS, 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 27 day of Jan, 2003.

Gloria Faye Gouge
Notary Public

My commission expires MY COMMISSION EXPIRES May 7, 2006
NOTARY PUBLIC STATE OF ALABAMA AT LARGE

LENDER ACKNOWLEDGMENT

STATE OF Alabama

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 20 day of Jan, 2003.

Linda J. Brown
Notary Public

MY COMMISSION EXPIRES
December 11, 2006

My commission expires _____

Exhibit "A"

20030207000077080 Pg 3/3 60.50
Shelby Cnty Judge of Probate, AL
02/07/2003 13:12:00 FILED/CERTIFIED

Lot 50, according to the Survey of First Amended Plat of Greystone Farms North, Phase I, as recorded in Map Book 23, Page 57 in the Probate Office of Shelby County, Alabama. Together with the nonexclusive easement to use the private roadways, Common Areas and Hugh Daniel Drive, all as more particularly described in the Greystone Farms North Declaration of Covenants, Conditions and Restrictions, recorded in Instrument #1996-17498 in the Probate Office of Shelby County, Alabama (which together with all amendments thereto, is hereinafter collectively referred to as the "Declaration").