

WHEN RECORDED MAIL TO:

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

20030280956330
070499373696

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated February 3, 2003, is made and executed between **ROBERT E. ROTH**, whose address is **2111 AARON ROAD, PELHAM, AL 35124** and **ELSIE W. ROTH**, whose address is **2111 AARON ROAD, 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 June 16, 1999 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED ON JUNE 30, 1999 IN THE OFFICE OF THE JUDGE OF PROBATE, SHELBY COUNTY, ALABAMA, INSTRUMENT #1999-27383 AND MODIFICATION DATED MAY 22, 2001 WHICH WAS RECORDED ON JUNE 4, 2001, INSTRUMENT #2001-22442.

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 **2111 AARON ROAD, 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 financed charges, any temporary overages, other charges and any amounts expended or advanced as provided in the Mortgage) is hereby increased from \$94,000 to \$120,000.

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 FEBRUARY 3, 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 Robert E. Roth (Seal)
ROBERT E. ROTH, Individually

X Elsie W. Roth (Seal)
ELSIE W. ROTH, Individually

LENDER:

X Amy Robert (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

Name: PAM MEARS
Address: P.O. BOX 830721
City, State, ZIP: BIRMINGHAM, AL 35283

MODIFICATION OF MORTGAGE
(Continued)

INDIVIDUAL ACKNOWLEDGMENT

NOTARY PUBLIC STATE OF ALABAMA AS SAID BY MY COMMISSION EXPIRES FEBRUARY 5, 2006

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 **ROBERT E. ROTH and ELSIE W. ROTH, 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 3rd day of February, 20 05.

My commission expires Jan 30 2005

Notary Public
DENDY WARREN MOSELEY
Notary Public
STATE OF ALABAMA

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 Amy Robesto 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 14th day of February, 20 03
Adrienne A. Domino
Notary Public

My commission expires

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

Exhibit A

A parcel of land situated in the Northeast Quarter of Section 2, Township 20 South, Range 3 West, and being more particularly described as follows: Commence at the Northeast corner of the Northwest Quarter of the Northeast Quarter of Section 2, Township 20 South, Range 3 West, Shelby County, Alabama; thence run South along the East line of said Quarter-Quarter Section a distance of 830.15 feet to the point of beginning; thence turn left 90 degrees 00 minutes and run East a distance of 25.0 feet; thence turn right 90 degrees 00 minutes and run South a distance of 165.68 feet; thence turn right 66 degrees 35 minutes 15 seconds and run Southwesterly a distance of 53.20 feet to the northeasterly right of way line of Aaron Road; thence turn right 82 degrees 12 minutes 57 seconds and run northwesterly along said right of way line a distance of 161.55 feet to a point of curve to the right, having a radius of 317.24 feet, and an interior angle of 10 degrees 50 minutes 22 seconds; thence continue northwesterly along said right of way line an arc distance of 60.02 feet; thence turn right and run East a distance of 134.93 feet to the point of beginning. Mineral and mining rights excepted.

R² H