

2/5

WHEN RECORDED MAIL TO:

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

200 30241041420
070499673939

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 JAMES A NICOLLS, whose address is 1208 BOLD RULER LN, HELENA, AL 35080; unmarried (referred to below as "Grantor") and AmSouth Bank, whose address is 1900 5th Avenue North, Birmingham, AL 35203 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated October 25, 2001 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED IN SHELBY COUNTY, ALABAMA, ON NOVEMBER 8, 2001, IN BOOK 2001-48594. MODIFIED ON FEBRUARY 3, 2003.

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

LOT 3, BLOCK 3, ACCORDING TO THE SURVEY OF DEARING DOWNS, 2ND ADDITION AS RECORDED IN MAP BOOK 9 PAGE 33 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA, BEING SITUATED IN SHELBY COUNTY, ALABAMA.

The Real Property or its address is commonly known as 1208 BOLD RULER LN, HELENA, AL 35080.

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

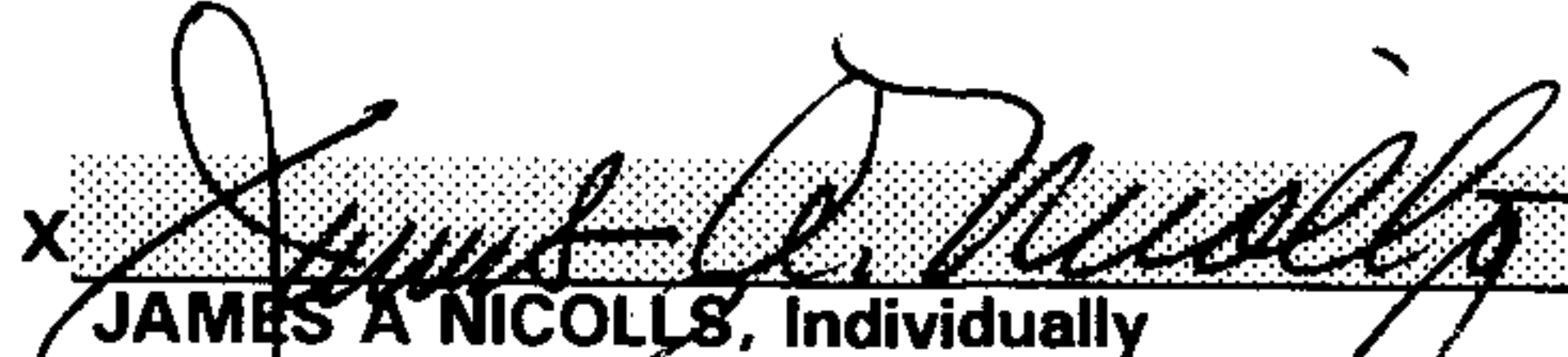
The Credit Limit or maximum principal indebtedness secured by the Mortgage (excluding finance charges, any temporary overages, other charges and any amounts expended or advanced as provided in the Mortgage) is hereby increased from \$50,000 to \$70,000.

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.

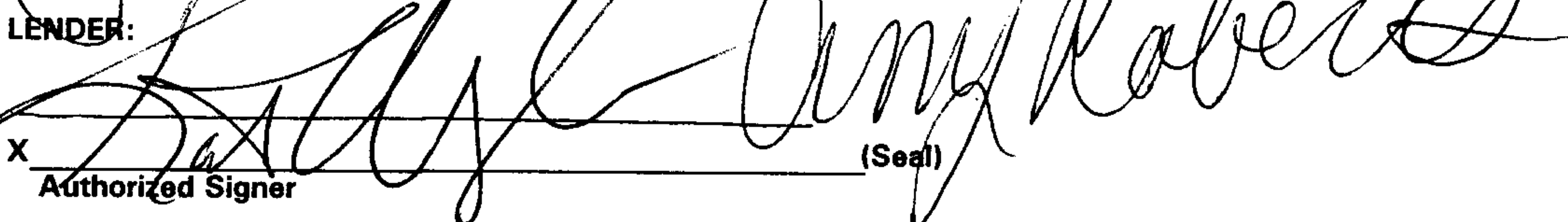
GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED FEBRUARY 3, 2003.

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  (Seal)
JAMES A NICOLLS, Individually

LENDER:

X  (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

Name: HEATHER WILSON
Address: P.O. BOX 830721
City, State, ZIP: BIRMINGHAM, AL 35283

MODIFICATION OF MORTGAG
(Continued)

20030217000096510 Pg 2/2 44.00
Shelby Cnty Judge of Probate, AL
02/17/2003 09:24:00 FILED/CERTIFIED

age 2

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Alabama)
) SS
COUNTY OF Jefferson)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **JAMES A NICOLLS, unmarried**, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said Modification, he or she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 3 day of February, 2003.
Steve Stahl
Notary Public

My commission expires 8/4/06

LENDER ACKNOWLEDGMENT

STATE OF Alabama)
) SS
COUNTY OF Jefferson)

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 3 day of Feb, 2003.
Steve Stahl
Notary Public

My commission expires 8-4-06