

WHEN RECORDED MAIL TO:

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

2003036116390
070499052225

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated March 12, 2003, is made and executed between RICKARD J. STEWART, A/K/A RICKARD JOSEPH STEWART, whose address is 3459 INDIAN LAKE LN, PELHAM, AL 35124 and FAITH A. STEWART, whose address is 3459 INDIAN LAKE LN, PELHAM, AL 35124 ; husband and wife (referred to below as "Grantor") and AmSouth Bank, whose address is 2531 John Hawkins Parkway, Birmingham, AL 35244 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated March 28, 1994 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED APRIL 25, 1994 IN SHELBY COUNTY, INST# 1994-13348; MODIFIED JANUARY 27, 1999 IN SHELBY COUNTY, INST#1999-05394; MODIFIED MARCH 11, 2003.

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 3459 INDIAN LAKE LN, 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 \$ 50,000.00 to \$ 178,500.00 .

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.

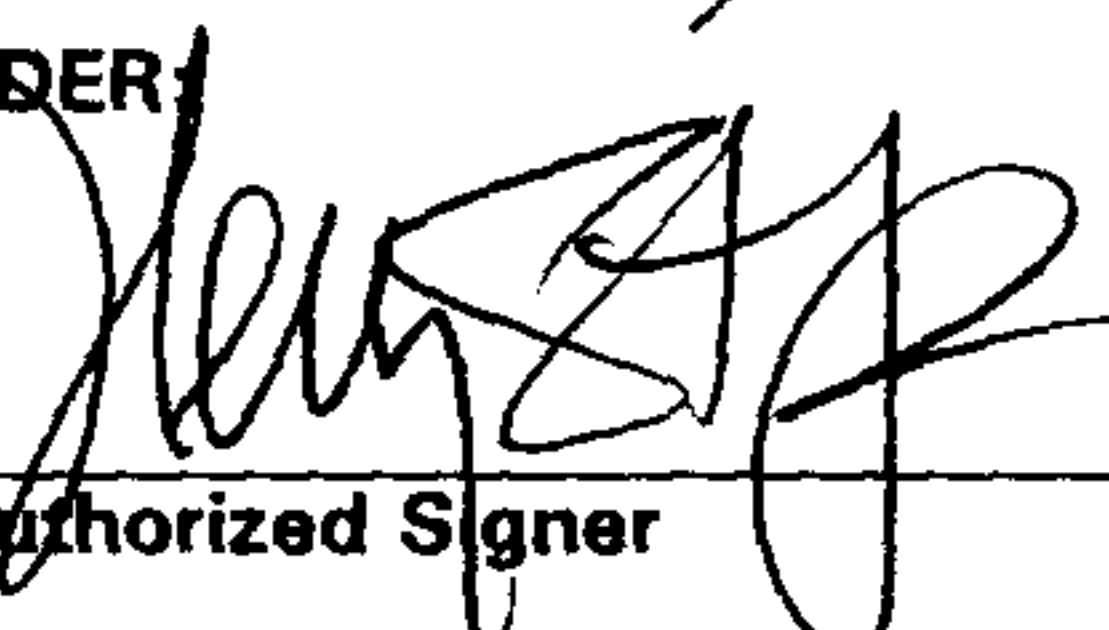
GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED MARCH 12, 2003.

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)
RICKARD J. STEWART, Individually

X  (Seal)
FAITH A. STEWART, Individually

LENDER:
X  (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

Name: YOLANDA GARRETT
Address: P.O. BOX 830721
City, State, ZIP: BIRMINGHAM, AL 35283

MODIFICATION OF MORTGAGE
(Continued)

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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 **RICKARD J. STEWART and FAITH A. STEWART, 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 12th day of March, 2003.

[Signature]
Notary Public

My commission expires Aug 23, 2006

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 _____ 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 13 day of MARCH, 2003.

[Signature]
Notary Public

MY COMMISSION EXPIRES
December 11, 2006

My commission expires _____

EXHIBIT "A"

Commence at the Northeast corner of the NW¼ of the NW¼ of Section 36, Township 19 South, Range 3 West, Shelby County, Alabama; thence run West along the North ¼-¼ line 132.93 feet, thence turn left 77°25'48" and run Southerly 61.46 feet to a point on the South right of way of Indian Lake Lane (60 foot ROW); thence turn right 77°25'48" and run West 110.00 feet along said right of way to the point of a counter-clockwise curve having a delta angle of 61°52'27" and a radius of 387.11 feet, thence run along the arc of said curve 418.04 feet to the point of tangent, thence continue tangent to said curve 104.10 feet along said right of way to the point of beginning; thence turn left 88°27'06" and run Southeast 303.53 feet, thence turn left 70°58'15" and run Northeast 100.00 feet, thence turn left 90°43'48" and run Northwest 346.29 feet to a point on the East right of way of Indian Lake Lane, said point being on a counter-clockwise curve having a delta angle of 14°48'03" and a radius of 387.11 feet, thence turn left 95°02'48" to tangent and run along the arc of said curve 100.00 feet, thence continue tangent to said curve 104.10 feet along said right of way to the point of beginning.

situated in Shelby County, Alabama.