

WHEN RECORDED MAIL TO:

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

20030831458380
070499771360

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated April 15, 2003, is made and executed between LOUIS JOHNS PEGRAM, III, whose address is 800 CROSSCUT RD, ALABASTER, AL 35007 and SANDRA WEST PEGRAM, whose address is 800 CROSSCUT RD, ALABASTER, AL 35007; husband and wife (referred to below as "Grantor") and AmSouth Bank, whose address is 1235 First Street North, Alabaster, AL 35007 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated March 27, 2002 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDING DATE 04-08-2002, SHELBY COUNTY, INST# 2002-16175; MODIFYING ON 04-15-2003.

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 800 CROSSCUT RD, ALABASTER, AL 35007.

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 \$109,800 to \$150,000.

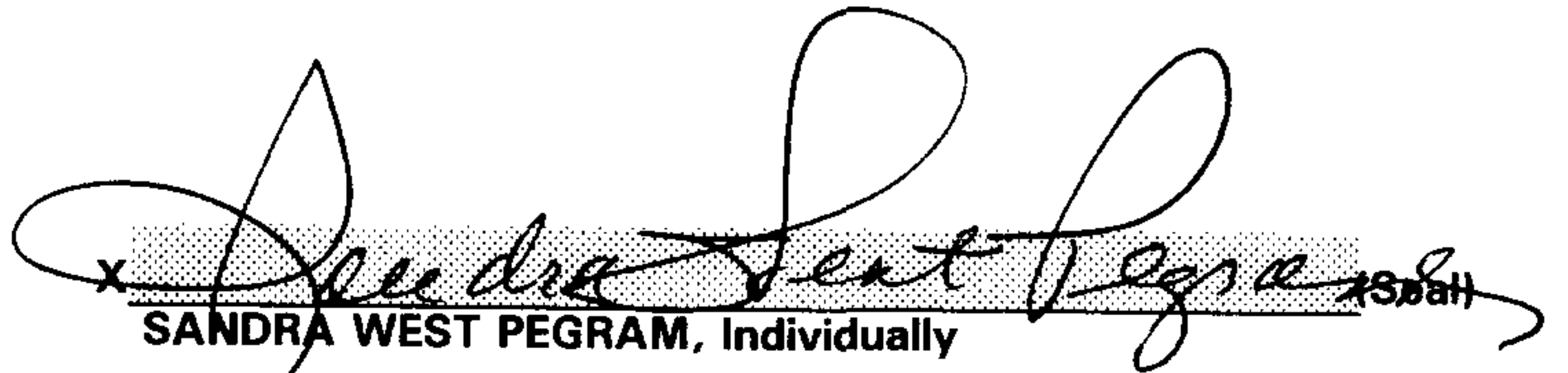
CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right 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 APRIL 15, 2003.

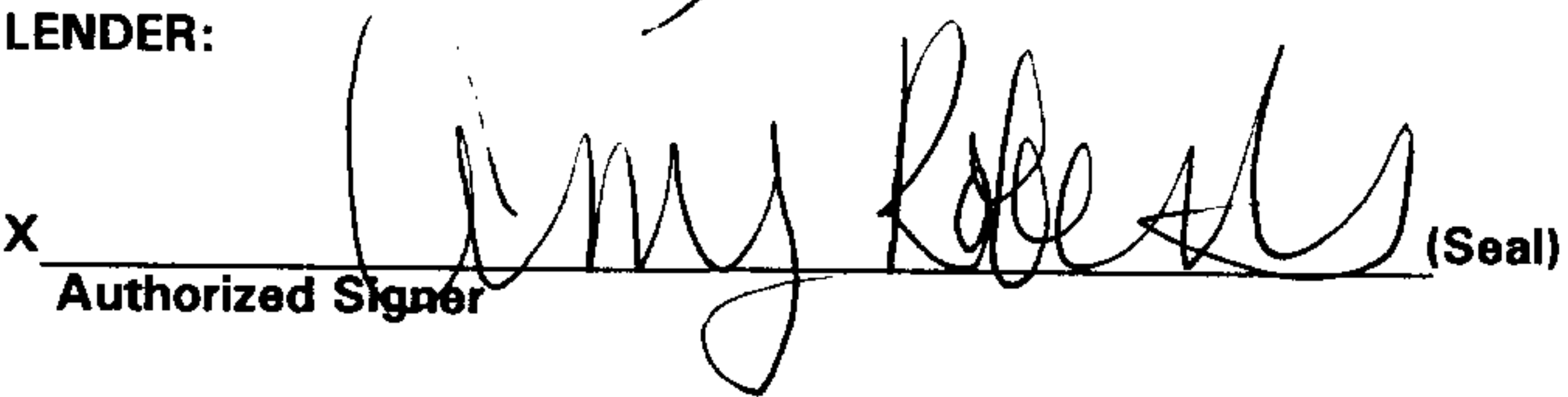
THIS MODIFICATION IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS MODIFICATION IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.

GRANTOR:

X  (Seal)
LOUIS JOHNS PEGRAM, III, Individually

X  (Seal)
SANDRA WEST PEGRAM, Individually

LENDER:

X  (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

Name: NICCI RAGLAND
Address: P.O. BOX 830721
City, State, ZIP: BIRMINGHAM, AL 35283

MODIFICATION OF MORTGAGE
(Continued)

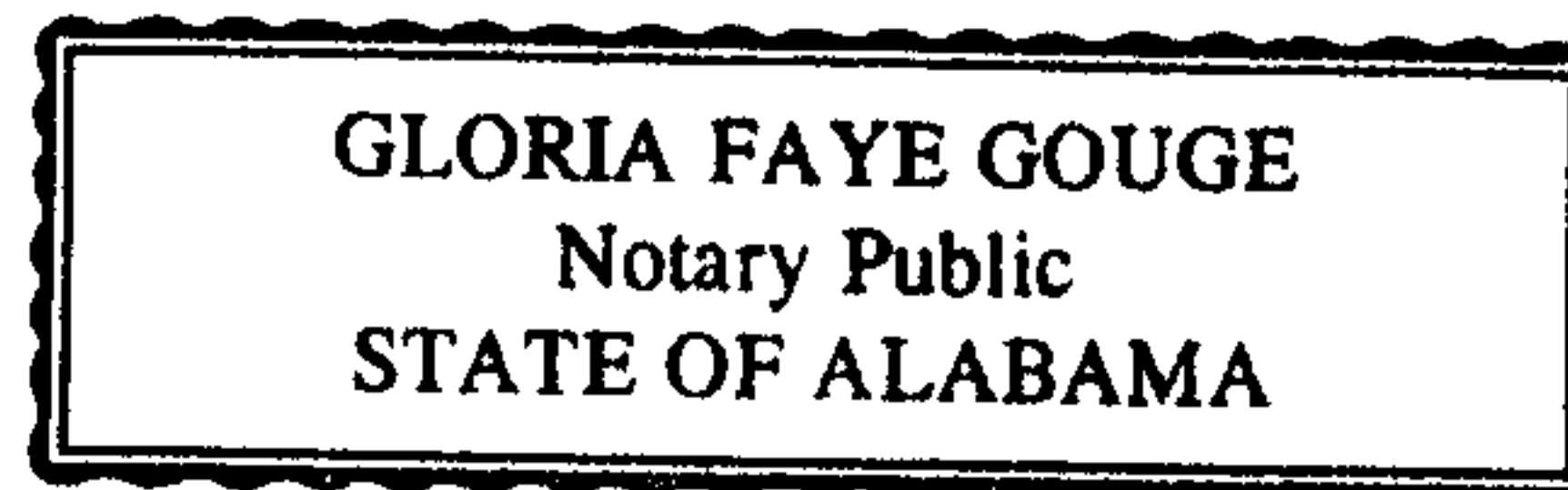
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INDIVIDUAL ACKNOWLEDGMENT

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 **LOUIS JOHNS PEGRAM, III** and **SANDRA WEST PEGRAM, 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 15 day of April, 2003
Gloria Faye Gouge
Notary Public

My commission expires ~~NOTARY PUBLIC STATE OF ALABAMA AT LARGE~~
~~MY COMMISSION EXPIRES: May 7, 2004~~
~~EXPIRATION DATE: NOTARY PUBLIC STATE OF ALABAMA~~

LENDER ACKNOWLEDGMENT

STATE OF Alabama

COUNTY OF At Large

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) SS
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I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Amy Roberto 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 17th day of April, 2003
Linda J. Bozinger
Notary Public

My commission expires MY COMMISSION EXPIRES
December 11, 2006

Exhibit "A"

Commence at the Southeast corner of the North Half of the Southwest Quarter of the Southeast Quarter of Section 4, Township 21 South, Range 2 West; thence run North along the East Quarter-Quarter line 50.00 feet to the point of beginning; thence run left 109 degrees 24 minutes 30 seconds and run Southwest 350.00 feet to an iron pin; thence turn right 90 degrees 00 minutes 00 seconds and run Northwest 595.41 feet to an iron pin on the South side of Crosscut Road; thence turn right and run Northeast along the South side of said road 640 feet, more or less, to an iron pin on the East line of said Quarter-Quarter Section; thence run South along said Quarter-Quarter line 780.16 feet to the point of beginning. Situated in Shelby County, Alabama, and being a parcel of land located in the Southwest 1/4 of the Southeast 1/4 of Section 4, Township 21 South, Range 2 West, Shelby County, Alabama