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WHEN RECORDED MAIL TO:

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

20030991034010

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated April 18, 2003, is made and executed between WILLIAM L. JOHNSON, whose address is 1118 ELM DRIVE, ALABASTER, AL 35007 and CONNIE C. JOHNSON, whose address is 1118 ELM DRIVE, 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 June 26, 2002 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED ON JULY 12, 2002 IN THE OFFICE OF THE JUDGE OF PROBATE FOR SHELBY COUNTY, ALABAMA, INSTRUMENT #20020712000324250.

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

LOT 124, ACCORDING TO THE SURVEY OF AUTUMN RIDGE, SECOND SECTOR, AS RECORDED IN MAP BOOK 14, PAGE 16, 17 AND 18, IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA.

The Real Property or its address is commonly known as 1118 ELM DRIVE, 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 \$42,000 to \$55,100.

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 endorsers 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 18, 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:

Mod

WILLIAM

LENDER:

Authorized Signer

(5eal)

(Seal)

This Modification of Mortgage prepared by:

JOHNSON, Individually

Name: PAM MEARS

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

MODIFICATION OF MORTGAGE (Continued)

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INDIVIDUAL ACKNOWLEDGMENT	
STATE OF AND MA	GLORIA AND ANDUGE Notation
COUNTY OF	STATE C
I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that WILLIAM L. JOHNSON and CONNIE C. JOHNSON, 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	day of Children Jane Hour
My commission expires	
LENDER ACKNOWLEDGMENT	
STATE OF Alabama	
country of at large) SS
	in said state, hereby certify that
a corporation, is signed to the foregoing and who is/known to me, acknowledged	
voluntarily for and se the act of eaid cornoration	aid, he or she, as such officer and with full authority, executed the same
Given under my hand and official seal this	_day of
NOTARY PUBLIC STATE OF ALABAMA AT LARGE MY COMMISSION EXPIRES: Jul 23, 2005 MY COMMISSION EXPIRES: Jul 23, 2005 BONDED THRU NOTARY PUBLIC UNDERWRITERS	Notary Public

LASER PRO Lending, Ver. 5.21.00.003 Copr. Harland Financial Solutions, Inc. 1997, 2003. All Rights Reserved. - AL R:\CFI\LPL\G201.FC TR-134804 PR-19