

5/6
WHEN RECORDED MAIL TO:

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

2003 1071645040
070499603423

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated May 2, 2003, is made and executed between **LARRY E. DEATON**, whose address is **607 GABLES DRIVE, HOOVER, AL 35244** and **SONJA F. DEATON**, whose address is **607 GABLES DRIVE, HOOVER, AL 35244**; husband and wife (referred to below as "Grantor") and **AmSouth Bank**, whose address is **1592 Montgomery Highway, Birmingham, AL 35216** (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated December 27, 1999 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED ON SEPTEMBER 6, 2000 IN THE OFFICE OF THE JUDGE OF PROBATE FOR SHELBY COUNTY, ALABAMA, INSTRUMENT #2000-30700.

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

UNIT 607, BUILDING 6, THE GABLES, A CONDOMINIUM, A CONDOMINIUM LOCATED IN SHELBY COUNTY, ALABAMA, AS ESTABLISHED BY DECLARATION OF CONDOMINIUM OF CONDOMINIUM AND BY-LAWS THERETO AS RECORDED IN REAL VOLUME 10, PAGE 177 AMENDED IN REAL VOLUME 27, PAGE 733; REAL VOLUME 50, PAGE 327 AND REAL VOLUME 50, PAGE 340 AND RE-RECORDED IN REAL VOLUME 50, PAGE 942 AND AMENDED IN REAL VOLUME 59, PAGE 19, AND AMENDED IN CORPORATION VOLUME 30, PAGE 407, AND BY-LAWS AS SHOWN REAL VOLUME 27, PAGE 733 AND THEN AMENDED IN REAL VOLUME 50, PAGE 325 TOGETHER WITH AND UNDIVIDED INTEREST IN THE COMMON ELEMENTS, AS SET FORTH IN THE AFORESAID MENTIONED DECLARATION, SAID UNIT BEING MORE PARTICULARLY DESCRIBED IN THE FLOOR PLANS AND ARCHITECTURAL DRAWINGS OF THE GABLES CONDOMINIUM AS RECORDED IN MAP BOOK 9, PAGES 41 THRU 44, AND AMENDED IN MAP BOOK 9, PAGE 135 IN PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

The Real Property or its address is commonly known as 607 GABLES DRIVE, HOOVER, AL 35244.

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 \$41,000 to \$94,500.


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 MAY 2, 2003.

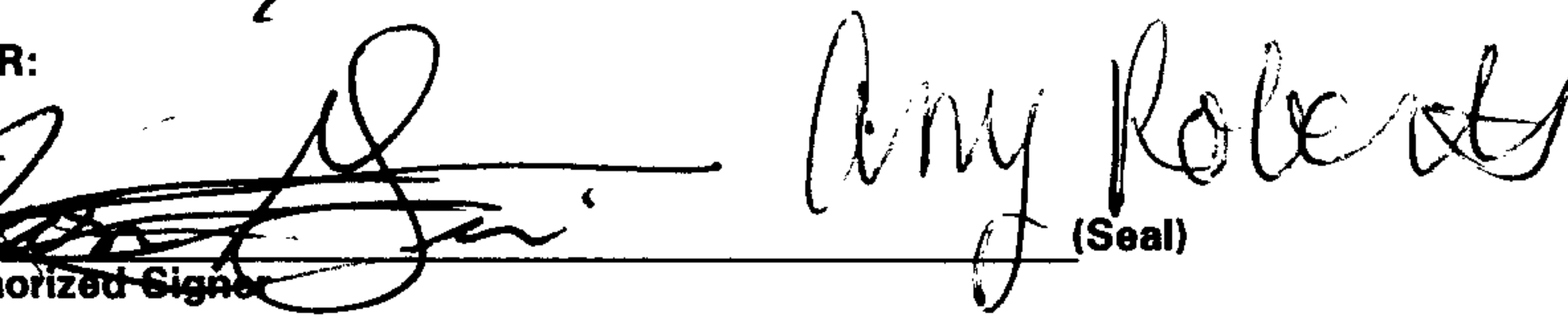
THIS MODIFICATION IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS MODIFICATION IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.

GRANTOR:

X  (Seal)
LARRY E. DEATON, Individually

X  (Seal)
SONJA F. DEATON, Individually

LENDER:

X  (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)

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INDIVIDUAL ACKNOWLEDGMENT

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 **LARRY E. DEATON and SONJA F. DEATON, 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 2 day of May, 2003.

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Sept 7, 2005
BONDED THRU NOTARY PUBLIC UNDERWRITERS

My commission expires _____

[Signature]
Notary Public

LENDER ACKNOWLEDGMENT

STATE OF Alabama)
) SS
COUNTY OF at large)

20030514000301230 Pg 2/2 94.25
Shelby Cnty Judge of Probate, AL
05/14/2003 13:49:00 FILED/CERTIFIED

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 2nd day of May, 2003.

MY COMMISSION EXPIRES
December 11, 2006

My commission expires _____

[Signature]
Notary Public