

6-B
WHEN RECORDED MAIL TO:

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

20031371609391
070499834846
SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated June 11, 2003, is made and executed between CARL SEDFORD BARNETT, whose address is P.O. BOX 127, HELENA, AL 35080 and MARIZA P BARNETT, whose address is P.O. BOX 127, HELENA, AL 35080; 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 August 1, 2002 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED AUGUST 13 2002, SHELBY COUNTY, INSTRUMENT # 20020813000382270

MATURITY DATE AUGUST 1 2022.

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 5545 ROY DR, 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 \$57000 to \$78000.

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 JUNE 11, 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 Carl Sedford Barnett (Seal)
CARL SEDFORD BARNETT, Individually

x Mariza P. Barnett (Seal)
MARIZA P BARNETT, Individually

LENDER:

x Donna Hays (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

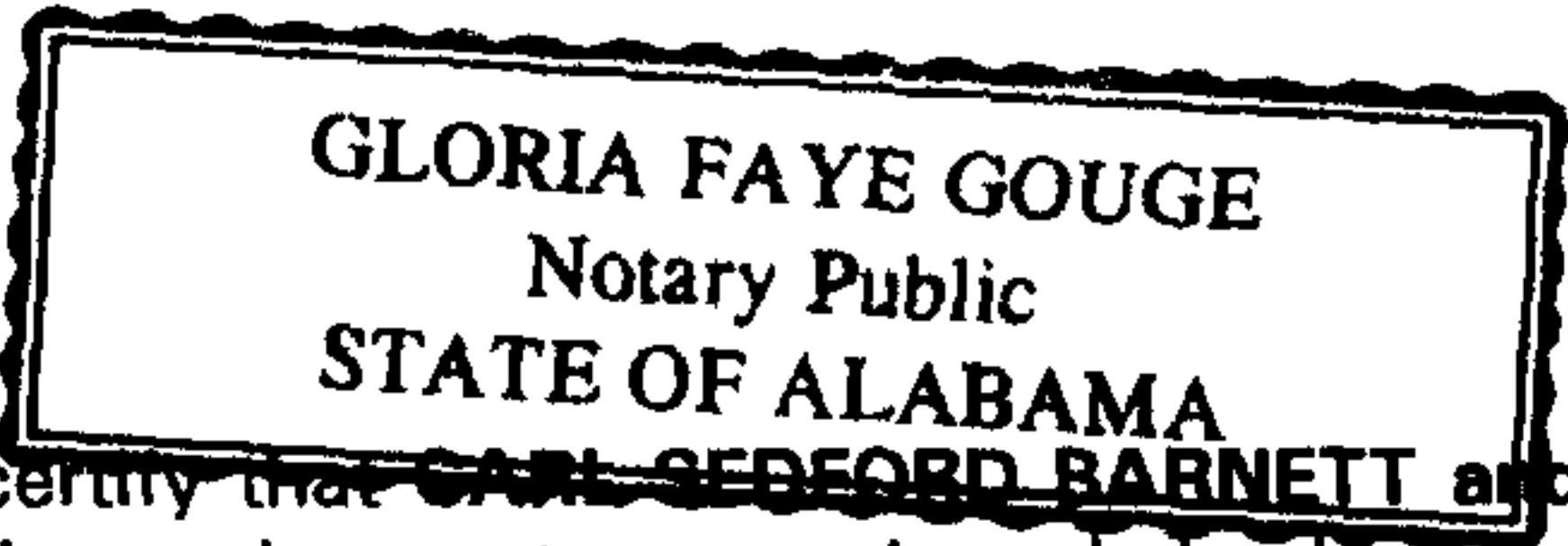
Name: SUZANNE COKER
Address: P.O. BOX 830721
City, State, ZIP: BIRMINGHAM, AL 35283

MODIFICATION OF MORTGAGE
(Continued)

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Alabama
COUNTY OF Shelby

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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 ~~CARL SEGEFORD BARNETT~~ and ~~MARIZA P BARNETT~~, 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 11 day of June, 2003.
Gloria Faye Gouge
Notary Public

My commission expires ~~NOTARY PUBLIC STATE OF ALABAMA AT LARGE~~
~~MY COMMISSION EXPIRES May 1, 2006~~

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 Donna Hayes 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 13th day of June, 2003.
Leslie Brown
Notary Public

My commission expires MY COMMISSION EXPIRES
December 11, 2006

EXHIBIT A

COMMENCE AT THE NE CORNER OF THE NW 1/4 OF THE NW 1/4 OF SECTION 22, TOWNSHIP 20 SOUTH, RANGE 3 WEST, SHELBY COUNTY, ALABAMA AND RUN THENCE SOUTHERLY ALONG THE EAST LINE OF SAID 1/4-1/4 SECTION A DISTANCE OF 337.37 FEET TO A POINT; THENCE TURN 90 DEGREES 27 MINUTES 55 SECONDS RIGHT AND RUN 208.00 FEET TO A POINT; THENCE TURN 92 DEGREES 40 MINUTES 00 SECONDS LEFT AND RUN 210.0 FEET TO A POINT; THENCE TURN 92 DEGREES 40 MINUTES 00 SECONDS LEFT AND RUN 210.0 FEET TO A POINT; THENCE TURN 92 DEGREES 31 MINUTES 00 SECONDS RIGHT AND RUN 396.70 FEET TO A POINT ON THE EAST MARGIN OF ROY DRIVE; THENCE TURN 92 DEGREES 31 MINUTES 00 SECONDS LEFT AND RUN SOUTHERLY ALONG THE SAID EAST MARGIN OF SAID ROY DRIVE A DISTANCE OF 598.79 FEET TO THE POINT OF BEGINNING OF THE PROPERTY BEING DESCRIBED; THENCE CONTINUE ALONG LAST DESCRIBED COURSE A DISTANCE OF 100.0 FEET TO A POINT; THENCE TURN 90 DEGREES 00 MINUTES 00 SECONDS LEFT AND RUN EASTERLY 150.0 FEET TO A POINT; THENCE TURN 90 DEGREES 00 MINUTES 00 SECONDS LEFT AND RUN NORTHERLY A DISTANCE OF 100.0 FEET TO POINT; THENCE TURN 90 DEGREES 00 MINUTES 00 SECONDS LEFT AND RUN WESTERLY A DISTANCE OF 150.0 FEET TO THE POINT OF BEGINNING.