

WHEN RECORDED MAIL TO:

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

2003/4/0454200

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(Seal)

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated July 16, 2003, is made and executed between JOHN W. PARROTT, whose address is 205 SADDLE LAKE DR, ALABASTER, AL 35007 and DEBRA B. PARROTT, whose address is 205 SADDLE LAKE DR, ALABASTER, AL 35007; husband and wife (referred to below as "Grantor") and AmSouth Bank, whose address is 200 Corporate Ridge North, Birmingham, AL 35242 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated February 23, 1998 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDING DATE 03-09-1998, INST# 1998-07933; MODIFIED IN INST# 2000-34071; MODIFIED IN INST# 20020820000396030.

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 205 SADDLE LAKE DR, 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 \$250,000 to \$276,250.

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 JULY 16, 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:

JOHN W. PARROTT, Individually

(Seal)

LENDER:

Authorized Signer

This Modification of Mortgage prepared by:

Name: NICCI RAGLAND Address: P.O. BOX 830721

City, State, ZIP: BIRMINGHAM, AL 35283

INDIVIDUAL ACKNOWLEDGMENT STATE OF Alama COUNTY OF Shelby SS (I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that JOHN W. PARROTT and DEBRA B. PARROTT, 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. day of ___ Given under my hand and official seal this **Notary Public** Belleville Commence of the Com My commission expires LENDER ACKNOWLEDGMENT STATE OF MANAGEMENT) SS 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. day of _ Given under my hand and official seal this NOTARY PUBLIC STATE OF ALABAMA AT LARGE **Notary Public** MY COMMISSION NAMED AND A CONTROL OF THE PROPERTY OF THE PROPE

LASER PRO Lending, Ver. 5.21.00.003 Copr. Harland Financial Solutions, Inc. 1997, 2003. All Rights Reserved. - AL S:\CFI\LPL\G201.FC TR-119099 PR-19

Lot 11, in the Saddle Lake Farms Condominium, a Condominium, located in Shelby County, Alabama, as established by the Declaration of Condominium, as recorded in Instrument #1995-17533 and Articles of Incorporation of Saddle Lake Farms Association, Inc., as recorded in Instrument #1995-17530, in the Office of the Judge of Probate of Shelby County, Alabama, together with an undivided interest in the common elements of Saddle Lake Farms Condominium as set out in said Declaration of Condominium, said Unit being more particularly described in the floor plans and architectural drawings of Saddle Lake Farms Condominium as recorded in Map Book 20, Page 20 A & B, in the Probate Office of Shelby County, Alabama.

(a) Proper execution and recordation of hereign

ecord, to wit:

20030730000488860 Pg 3/3 56.45 Shelby Cnty Judge of Probate, AL 07/30/2003 10:23:00 FILED/CERTIFIED