

8/27

WHEN RECORDED MAIL TO:

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

20032181351530
070499897199

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated August 22, 2003, is made and executed between DIANE GAMACHE, A/K/A DIANA GAMACHE; whose address is 195 WILDWOOD LN, COLUMBIANA, AL 35051 and ROBERT A. GAMACHE, whose address is 195 WILDWOOD LN, COLUMBIANA, AL 35051; wife and husband (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 December 9, 2002 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED 12-20-2002 20021220000638430 PG 1/9 AND MODIFIED 8-22-2003 IN SHELBY COUNTY.

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 195 WILDWOOD LN, COLUMBIANA, AL 35051.

MODIFICATION. Lender and Grantor hereby modify the Mortgage as follows:

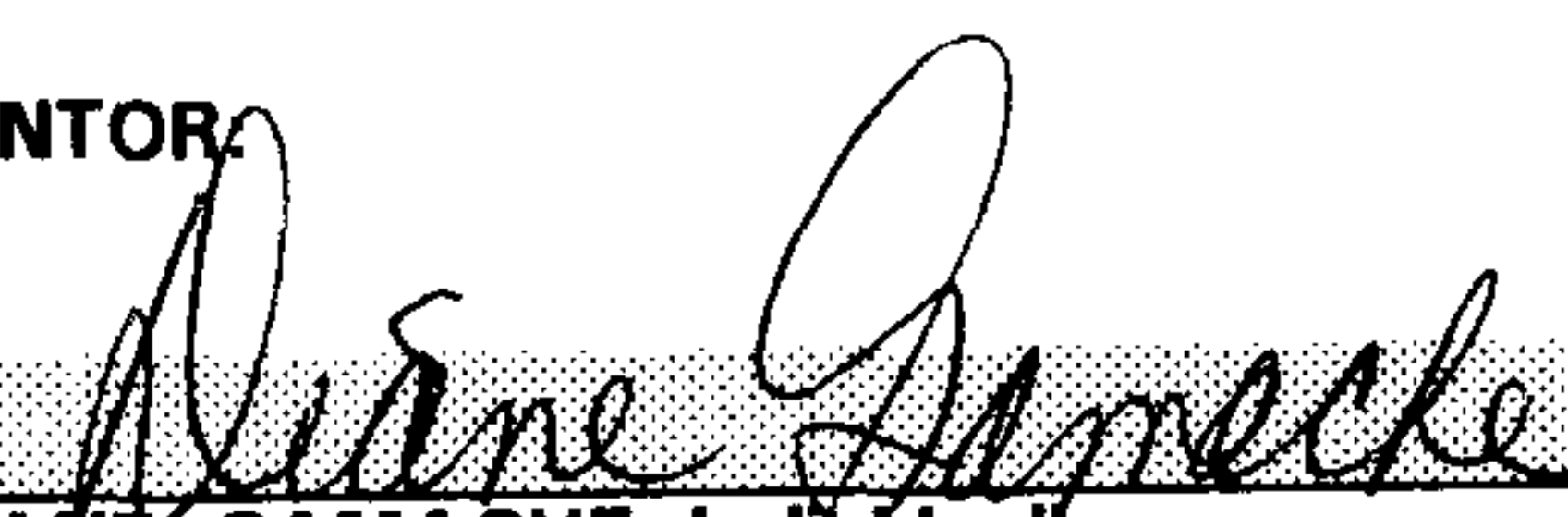
The Credit Limit or maximum principal indebtedness secured by the Mortgage (excluding finance charges, any temporary overages, other charges and any amounts expended or advanced as provided in the Mortgage) is hereby increased from \$5,000 to \$10,000.

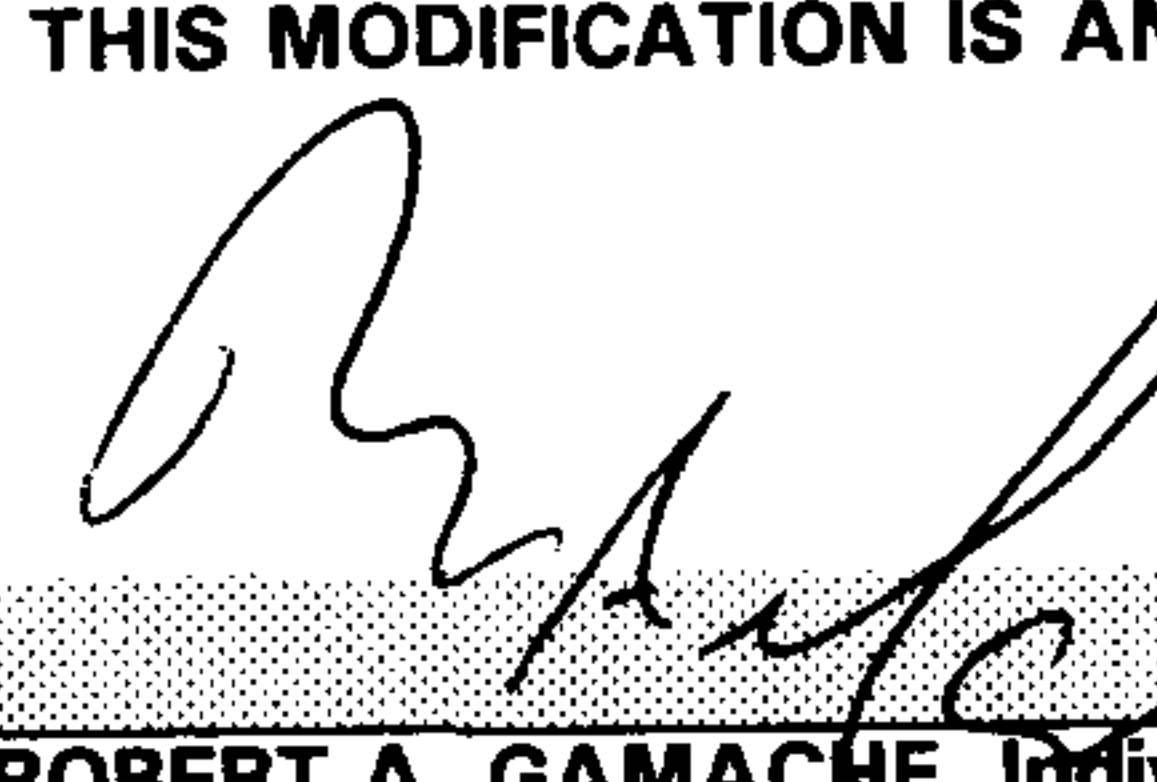
CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right 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 AUGUST 22, 2003.

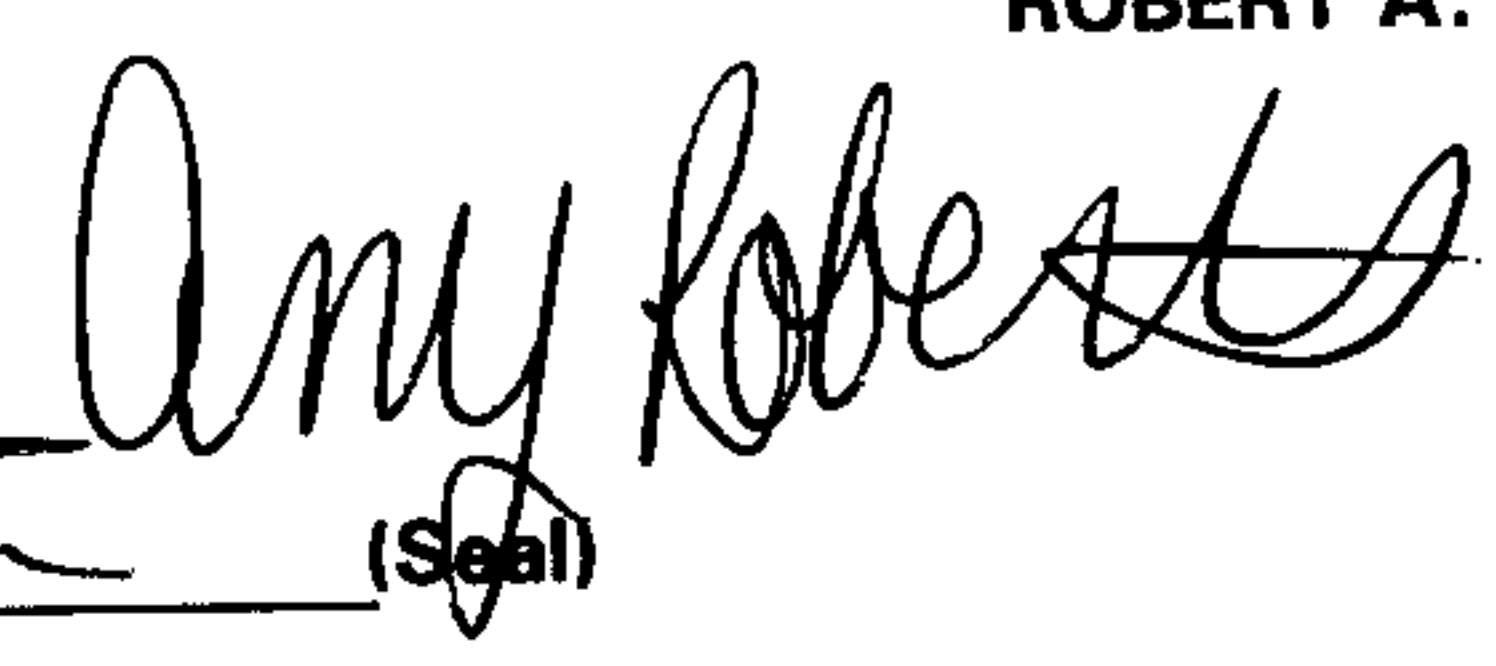
THIS MODIFICATION IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS MODIFICATION IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.

GRANTOR:

X  (Seal)
DIANE GAMACHE, Individually

X  (Seal)
ROBERT A. GAMACHE, Individually

LENDER:

X  (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

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

MODIFICATION OF MORTGAGE
(Continued)

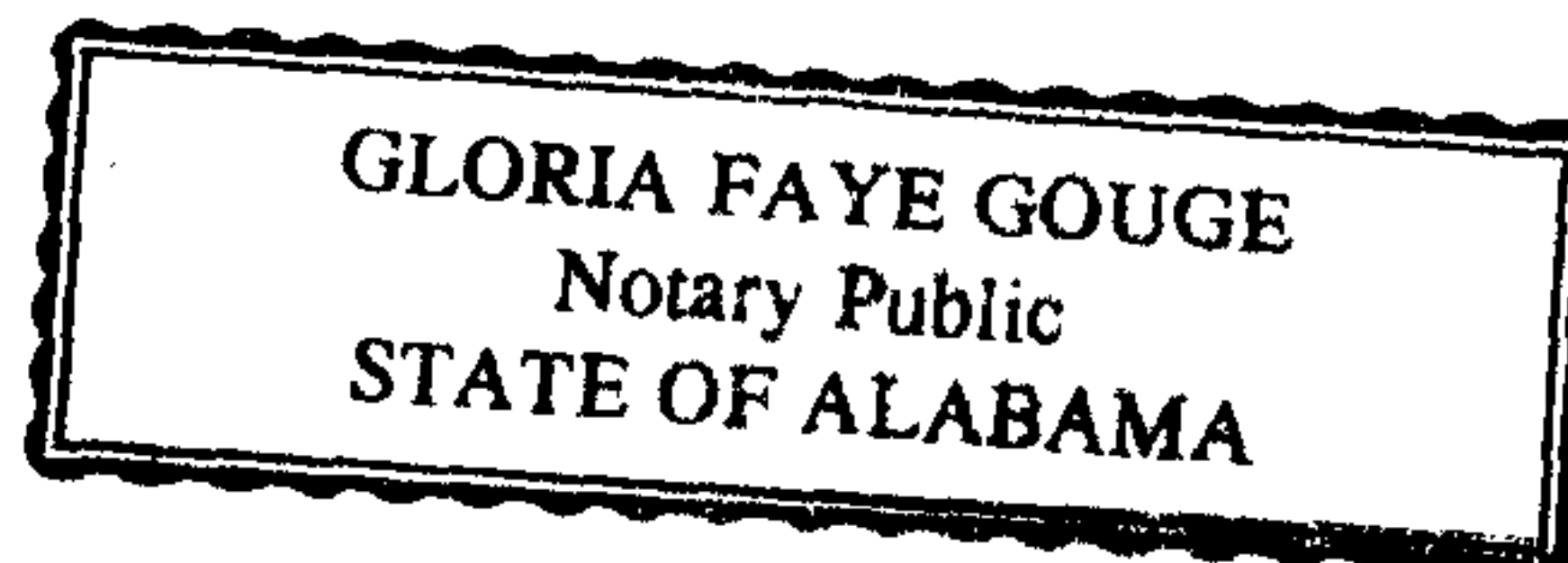
Page 2

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 **DIANE GAMACHE and ROBERT A. GAMACHE, wife and husband**, 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 22 day of Aug., 2003.
Gloria Faye Gouge
Notary Public

My commission expires ~~NOTARY PUBLIC STATE OF ALABAMA~~ MY COMMISSION EXPIRES May 1, 2004

LENDER ACKNOWLEDGMENT

STATE OF Alabama

COUNTY OF at large

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) SS
)

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 27th day of August, 2003.

MY COMMISSION EXPIRES
December 11, 2006

Julia J. Boyer
Notary Public

My commission expires _____

Exhibit A (Legal Description)

Situated in SHELBY County, AL.

A PORTION OF THE NE¼ OF THE NE¼ OF THE SW¼ OF SECTION 13, TOWNSHIP 21 SOUTH, RANGE 2 WEST, DESCRIBED AS FOLLOWS: BEGIN AT THE SW CORNER OF SECTION 13, TOWNSHIP 21 SOUTH, RANGE 2 WEST AND RUN NORTHERLY ALONG THE WEST SIDE OF THE SAID SECTION FOR 1344.45 FEET; THEN TURN AN ANGLE OF 91 DEG. 12 MIN. 17 SEC. TO THE RIGHT AND RUN EASTERLY FOR 1333.58 FEET; THEN TURN AN ANGLE OF 91 DEG. 10 MIN. 02 SEC. TO THE LEFT AND RUN NORTHERLY FOR 420.65 FEET; THEN TURN AN ANGLE OF 146 DEG. 37 MIN. TO THE RIGHT AND RUN SOUTHEASTERLY FOR 50.00 FEET; THEN TURN AN ANGLE OF 100 DEG. 05 MIN. 09 SEC. TO THE LEFT AND RUN NORTHEASTERLY FOR 759.85 FEET THEN CONTINUE ALONG THE LAST DESCRIBED COURSE FOR 604.86 FEET; THEN TURN AN ANGLE OF 135 DEG. 27 MIN. 17 SEC. TO THE LEFT AND RUN WESTERLY FOR 370.67 FEET AND ALONG A PAINTED LINE SHOWN BY SURVEY OF WILLIAM J. EGAN, JR., REGISTERED LAND SURVEYOR, DATED OCTOBER 24, 1977, AS BEING "ACCEPTED AS NORTH SIDE, NE¼ OF SW¼" TO THE NORTHWEST CORNER OF A PARCEL WHICH HAS PREVIOUSLY BEEN CONVEYED TO THE GRANTEEES, WHICH IS THE POINT OF BEGINNING OF THE PARCEL HERE DESCRIBED; THENCE TURN AN ANGLE OF 73 DEG. 43 MIN. 23 SEC. TO THE LEFT AND RUN SOUTHWESTERLY FOR 443.72 FEET ALONG THE WEST LINE OF SAID PREVIOUSLY CONVEYED PARCEL TO THE SOUTHWEST CORNER THEREOF; THENCE RUN NORTHWESTERLY TO THE SOUTHEAST CORNER OF THE DARRELL TERAH HOLCOMBE PROPERTY, AS DESCRIBED IN DEED BOOK 317 AT PAGE 125, OFFICE OF JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA; THENCE RUN NORTH, PARALLEL WITH THE WEST LINE OF THE NE¼ OF SW¼ OF SAID SECTION 13, AND ALONG THE EAST LINE OF SAID DARRELL TERAH HOLCOMBE PROPERTY, A DISTANCE OF 210 FEET TO THE NORTHEAST CORNER OF SAID DARRELL TERAH HOLCOMBE PROPERTY; THENCE

RUN EAST ALONG THE ACCEPTED LINE OF SAID QUARTER-QUARTER
SECTION, A DISTANCE OF 232 FEET, MORE OR LESS, TO THE POINT OF
BEGINNING.

