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**WHEN RECORDED MAIL TO:**

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

20032331105502  
070499093765

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

**MODIFICATION OF MORTGAGE**

**THIS MODIFICATION OF MORTGAGE** dated August 29, 2003, is made and executed between **RONALD W. DODSON**, whose address is **904 WILDERNESS CIRCLE, PELHAM, AL 35124** and **LISA L. DODSON**, whose address is **904 WILDERNESS CIRCLE, PELHAM, AL 35124**; husband and wife (referred to below as "Grantor") and **AmSouth Bank**, whose address is **2228 Pelham Parkway, Pelham, AL 35124** (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated June 23, 1995 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

**RECORDED JULY 12, 1995 INST #1995-18315 SHELBY COUNTY, AL. MODIFIED AUGUST 19, 1996 INST #1996-26779 SHELBY COUNTY, AL. MODIFIED NOVEMBER 1, 2002 INST #2002110100054275 SHELBY COUNTY, AL. AND MODIFIED ON AUGUST 29, 2003.**

**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 **904 WILDERNESS CIRCLE, PELHAM, AL 35124.**

**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 \$40,000 to \$45,000.**

**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 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 AUGUST 29, 2003.**

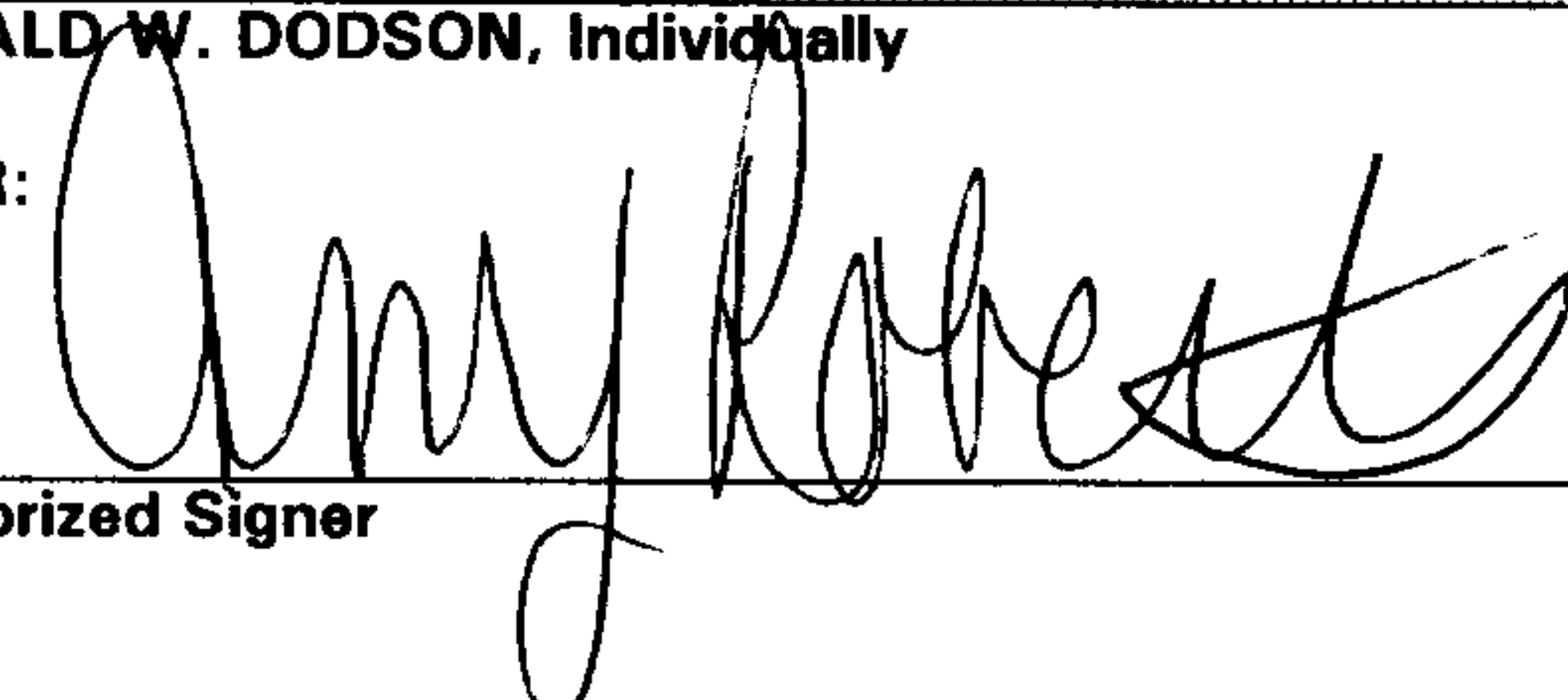
**THIS MODIFICATION IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS MODIFICATION IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.**

**GRANTOR:**

X  (Seal)  
**RONALD W. DODSON, Individually**

X  (Seal)  
**LISA L. DODSON, Individually**

**LENDER:**

X  (Seal)  
**Authorized Signer**

**This Modification of Mortgage prepared by:**

**Name: TASHA WOOTEN  
Address: P.O. BOX 830721  
City, State, ZIP: BIRMINGHAM, AL 35283**

MODIFICATION OF MORTGAGE  
(Continued)

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 **RONALD W. DODSON and LISA L. DODSON, 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 29 day of Aug, 2003.  
[Signature]  
Notary Public

My commission expires 1-30-07

LENDER ACKNOWLEDGMENT

STATE OF Alabama )  
 ) SS  
COUNTY OF at large )

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 3rd day of September, 2003.  
[Signature]  
Notary Public

MY COMMISSION EXPIRES  
December 11, 2006

My commission expires \_\_\_\_\_

## **EXHIBIT "A"**

LOT 26, BLOCK 1, AND 22 FEET OF UNIFORM WIDTH OFF THE  
NORTHEAST SIDE OF LOT 25, BLOCK 1, ACCORDING TO THE SURVEY OF  
CAHABA VALLEY ESTATES, FIRST SECTOR, AS RECORDED IN MAP BOOK  
5 PAGE 84 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.