

WHEN RECORDED MAIL TO:



TURNER JR, ROBERT P

Record and Return To:
Integrated Loan Services
600-A N John Rodes Blvd.
Melbourne, FL 32934

20032531319060 SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

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MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated September 18, 2003, is made and executed between ROBERT P TURNER JR, whose address is 339 OAKMONT DR, ALABASTER, AL 35007; unmarried (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 May 6, 2002 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED MAY 17 2002, SHELBY COUNTY, INST # 20020517000235440

MATURITY DATE MAY 6 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 339 OAKMONT 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 \$9000 to \$19000.

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 SEPTEMBER 18, 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 Robert P. Turner Jr (Seal)
ROBERT P TURNER JR, Individually

LENDER:

X Matthew White (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)

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INDIVIDUAL ACKNOWLEDGMENT

STATE OF Alabama

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COUNTY OF Shelby

GLORIA FAYE GOUGE
Notary Public
STATE OF ALABAMA

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **ROBERT P TURNER JR, unmarried**, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said Modification, he or she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 18 day of Sept, 2003.

Gloria Faye Goug
Notary Public

NOTARY PUBLIC STATE OF ALABAMA AT LARGE

My commission expires MY COMMISSION EXPIRES: May 1, 2004

LENDER ACKNOWLEDGMENT

STATE OF ALABAMA

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COUNTY OF JEFFERSON

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Amey 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 18 day of Sept, 2003.

MY COMMISSION EXPIRES
December 11, 2006

Lilly Brown
Notary Public

My commission expires _____

SCHEDULE "A"

COMMENCE AT THE SE CORNER OF THE NORTH HALF OF THE NE ¼ OF NW ¼ OF SECTION 5, TOWNSHIP 21 SOUTH, RANGE 2 WEST, SHELBY COUNTY, ALABAMA, THENCE WESTERLY ALONG THE SOUTH LINE OF SAID ½ ¼-1/4 SECTION 941.89 FEET TO THE WEST SIDE OF A 60 FOOT PUBLIC ROAD, AND THE POINT OF BEGINNING OF TRACT OF LAND HEREIN DESCRIBED, THENCE CONTINUE ALONG THE LAST MENTIONED COURSE 504.86 FEET, THENCE 108 DEGREES 25 MINUTES 22 SECONDS RIGHT, NORTHEASTERLY 50.12 FEET, THENCE 00 DEGREES 47 MINUTES LEFT 218.73 FEET, THENCE 87 DEGREES 36 MINUTES 38 SECONDS RIGHT 495.49 FEET TO A POINT THAT IS 30 FEET WEST OF THE CENTERLINE OF SAID PUBLIC ROAD, THENCE 98 DEGREES 30 MINUTES RIGHT ALONG SAID ROAD A DISTANCE OF 137.29 FEET TO THE POINT OF BEGINNING.

COMMENCE AT THE SE CORNER OF THE NORTH ½ OF THE NE ¼ OF NW ¼ OF SECTION 5, TOWNSHIP 21 SOUTH, RANGE 2 WEST, SHELBY COUNTY, ALABAMA, THENCE WESTERLY ALONG THE SOUTH LINE OF SAID ½ ¼-1/4 LINE 638.83 FEET TO THE POINT OF BEGINNING OF TRACT OF LAND HEREIN DESCRIBED, THENCE CONTINUE ALONG THE LAST MENTIONED COURSE 237.50 FEET TO THE EAST RIGHT-OF-WAY BOUNDARY OF A 60 FOOT PUBLIC ROAD, THENCE 113 DEGREES 45 MINUTES RIGHT ALONG SAID RIGHT-OF-WAY 200.0 FEET, THENCE 66 DEGREES 15 MINUTES RIGHT 237.50 FEET, THENCE 113 DEGREES 45 MINUTES RIGHT, 200.0 FEET TO THE POINT OF BEGINNING.

SOURCE OF TITLE: BOOK 38 PAGE 590

KNOWN 339 OAKMONT DRIVE