

9/19

WHEN RECORDED MAIL TO:



FOGLE, JOANNE K

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Melbourne, FL 32934

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\$47

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated September 17, 2003, is made and executed between JOANNE K FOGLE, A/K/A JOANNE FOGLE, whose address is 1857 MASSEY ROAD, 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 September 29, 1998 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED ON 10/19/1998 IN THE OFFICE OF THE JUDGE OF PROBATE, SHELBY COUNTY, ALABAMA INSTRUMENT #1998-40724 AND MODIFIED ON 03/10/2000 AND RECORDED ON 08/24/2000 INSTRUMENT #2000-29105 AND MODIFIED ON 9/17/2003.

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 1857 MASSEY ROAD, 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 \$20,000 to \$40,000.

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 endorers 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 17, 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 Joanne K. Fogle (Seal)
JOANNE K FOGLE, Individually

LENDER:

X Jaye L. Lundy (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

Name: ADRIENNE LONDON
Address: P.O. BOX 830721
City, State, ZIP: BIRMINGHAM, AL 35283

MODIFICATION OF MORTGAGE
(Continued)

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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 **JOANNE K FOGLE, 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 17th day of September, 2003.

Jessie J. Hoffer
Notary Public

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Feb 13, 2007
BONDED THRU NOTARY PUBLIC UNDERWRITERS
My commission expires _____

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 17th day of September, 2003.

Leslie Brown
Notary Public

MY COMMISSION EXPIRES
My commission expires December 11, 2006

SCHEDULE "A"

A PARCEL OF LAND SITUATED IN THE SOUTH ½ OF THE SOUTHEAST ¼ OF SECTION 5, TOWNSHIP 21 SOUTH, RANGE 2 WEST, HUNTSVILLE MERIDIAN, SHELBY COUNTY, ALABAMA, AND LYING SOUTH OF AN UNPAVED PUBLIC ROADWAY AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF SAID SOUTHEAST ¼; THENCE IN A NORTHERLY DIRECTION ALONG AND WITH THE WEST LINE OF SAID SOUTHEAST ¼, 299.70 FEET TO THE SOUTHERLY PRESCRIPTIVE RIGHT OF WAY MARGIN OF AN UNPAVED PUBLIC ROADWAY; THENCE IN A GENERALLY EAST DIRECTION ALONG AND WITH SAID SOUTHERLY RIGHT OF WAY MARGIN THE FOLLOWING TEN COURSES; THENCE WITH A DEFLECTION OF 53° 10' 27" RIGHT, 123.93 FEET; THENCE WITH A DEFLECTION OF 19° 06' 34", RIGHT 69.06 FEET; THENCE WITH A DEFLECTION OF 26° 39' 51", RIGHT 47.76 FEET; THENCE WITH A DEFLECTION OF 9° 41' 39" RIGHT, 101.64 FEET; THENCE WITH A DEFLECTION OF 18° 43' 56" LEFT, 153.58 FEET; THENCE WITH A DEFLECTION OF 14° 40' 31" RIGHT, 123.18 FEET; THENCE WITH A DEFLECTION OF 9° 06' 45" RIGHT, 366.41 FEET; THENCE WITH A DEFLECTION OF 6° 39' 34" RIGHT, 189.86 FEET; THENCE WITH A DEFLECTION OF 14° 51' 33" LEFT, 320.76 FEET; THENCE WITH A DEFLECTION OF 7° 21' 07" RIGHT 185.89 FEET TO THE SOUTH LINE OF THE SOUTHEAST ¼ OF SECTION 5; THENCE WITH A DEFLECTION OF 159° 58' 02" RIGHT 1562.91 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST ¼ OF SECTION 5, AND THE POINT OF BEGINNING AND FOR AN INTERIOR CLOSING ANGLE OF 92° 49' 01"; BEING SITUATED IN SHELBY COUNTY, ALABAMA.

LESS AND EXCEPT: A PARCEL OF LAND SITUATED IN THE SOUTH ONE-HALF OF THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 21 SOUTH, RANGE 2 WEST, HUNTSVILLE MERIDIAN, SHELBY COUNTY, ALABAMA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 5; THENCE S 89° 27' 50" E, ALONG AND WITH THE SOUTH LINE OF SAID SOUTHEAST QUARTER, 1417.77 FEET TO AN IRON PIN AND THE POINT OF BEGINNING; THENCE N 25° 21' 27" E, LEAVING SAID SOUTH LINE, 49.389 FEET, MORE OR LESS, TO THE SOUTHERLY PRESCRIPTIVE RIGHT OF WAY MARGIN OF MASSEY ROAD; THENCE IN A SOUTHEASTERLY DIRECTION, ALONG AND WITH SAID SOUTHERLY PRESCRIPTIVE RIGHT OF WAY MARGIN, TO AN IRON PIN ON THE SOUTH LINE OF SAID SOUTHEAST QUARTER, FOR THE PURPOSE OF THIS DESCRIPTION ALONG THE FOLLOWING COURSE DISTANCES; S 69° 25' 52" E 132.17 FEET; THENCE N 89° 27' 50" W, LEAVING SAID SOUTHERLY PRESCRIPTIVE RIGHT OF WAY MARGIN AND ALONG AND WITH SAID SOUTH LINE, 145.14 FEET TO THE POINT OF BEGINNING.

ALSO LESS AND EXCEPT: A PARCEL OF LAND SITUATED IN THE SOUTH ONE-HALF OF THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 21 SOUTH, RANGE 2 WEST, HUNTSVILLE MERIDIAN, SHELBY COUNTY, ALABAMA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 5; THENCE S 89° 27' 50" E, ALONG AND WITH THE SOUTH LINE OF SAID SOUTHEAST QUARTER, 656.64 FEET TO AN IRON PIN AND THE POINT OF BEGINNING; THENCE N 0° 32' 10" E, LEAVING SAID SOUTH LINE, 317.7 FEET, MORE OR LESS, TO THE SOUTHERLY PRESCRIPTIVE RIGHT OF WAY MARGIN OF MASSEY ROAD; THENCE IN A SOUTHEASTERLY DIRECTION, ALONG AND WITH SAID SOUTHERLY PRESCRIPTIVE RIGHT OF WAY MARGIN, TO AN IRON PIN, FOR THE PURPOSE OF THIS DESCRIPTION ALONG THE FOLLOWING FOUR COURSES AND DISTANCE: S 68° 38' 00" E 267.92 FEET; S 61° 55' 26" E 189.86 FEET; S 76° 46' 59" E 320.76 FEET; S 69° 25' 52" E 53.72 FEET; THENCE S 25° 21' 27" W, LEAVING SAID SOUTHERLY PRESCRIPTIVE RIGHT OF WAY MARGIN, 49.89 FEET TO A POINT ON THE SOUTH LINE OF SAID SOUTHEAST QUARTER; THENCE N 89° 27' 50" W, ALONG AND WITH SAID SOUTH LINE, 761.13 FEET TO THE POINT OF BEGINNING.

SOURCE OF TITLE: BOOK 1996 PAGE 6931

KNOWN 1857 MASSEY ROAD, ALABASTER, AL