

10-08

WHEN RECORDED MAIL TO:
AmSouth Bank
Attn: Sheila Cook
P.O. Box 830734
Birmingham, AL 35283

20032171332200
070499559872

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated October 6, 2003, is made and executed between CHARLES H. MCGREGOR, whose address is 2307 HIGHWAY 331, COLUMBIANA, AL 35051 and LESA MCGREGOR, whose address is 2307 HIGHWAY 331, COLUMBIANA, AL 35051; husband and wife (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 1, 2001 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED ON 5/30/01 IN INSTRUMENT NO. 2001-21870 IN SHELBY COUNTY AND MODIFIED ON 10/06/03.

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 2307 HIGHWAY 331, 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 \$500,000 to \$900,000.

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 OCTOBER 6, 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 Charles H. McGregor (Seal) X Lesia McGregor (Seal)
CHARLES H. MCGREGOR, Individually LESA MCGREGOR, Individually

LENDER:

X Matthew A. Wooten (Seal)
Authorized Signer Amy Roberts

This Modification of Mortgage prepared by:

Name: NICCI RAGLAND
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) SS
)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **CHARLES H. MCGREGOR and LESA MCGREGOR, 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 6th day of October, 20 03.

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Feb 13, 2007
~~BONDED THRU NOTARY PUBLIC UNDERWRITERS~~

My commission expires

Jessie J. Hoffman
Notary Public

LENDER ACKNOWLEDGMENT

STATE OF Alabama)
COUNTY OF at large) 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 6th day of October, 20 03.

MY COMMISSION EXPIRES
December 11, 2006

My commission expires

Linda J. Forz
Notary Public

A parcel of land situated in the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of and the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 2, and the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ and the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 1, Township 21 South, Range 2 West, Shelby County, Alabama and being more particularly described as follows:

Commence at the SE corner of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 2, thence South 88 degrees 53 minutes 16 seconds East for a distance of 173.18 feet to the point of beginning; thence South 46 degrees 26 minutes 58 seconds West for a distance of 337.27 feet; thence South 58 degrees 53 minutes 33 seconds West for a distance of 635.30 feet; thence North 10 degrees 30 minutes 02 seconds West for a distance of 205.99 feet; thence North 64 degrees 48 minutes 17 seconds East for a distance of 371.67 feet; thence North 55 degrees 20 minutes 44 seconds East for a distance of 522.55 feet to a point lying on the Westerly right-of-way of Shelby County Road #33 (60' right-of-way, said point also lying on a curve to the left having a central angle of 26 degrees 46 minutes 16 seconds, a radius of 510.00 feet; and being subtended by a chord which bears South 29 degrees 33 minutes 06 seconds East, a chord distance of 236.13 feet; thence along the arc of said curve and along said Westerly right-of-way a distance of 238.30 feet to the point of beginning.