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WHEN RECORDED MAIL TO:

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

20032251018551
070499247114
SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated August 27, 2003, is made and executed between GARY ROLEE HOLCOMBE, whose address is 15 WILDWOOD LN, COLUMBIANA, AL 35051 and BRENDA HOLCOMBE, whose address is 15 WILDWOOD LN, 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 September 18, 1997 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED OCT 3, 1997 INST #1997- 32120. AND MODIFIED AUGUST 27, 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 15 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 \$45,000 to \$100,000.

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 AUGUST 27, 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 Gary Rolee Holcombe (Seal)
GARY ROLEE HOLCOMBE, Individually

X Brenda Holcombe (Seal)
BRENDA HOLCOMBE, Individually

LENDER:

X Amy Roberts (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)

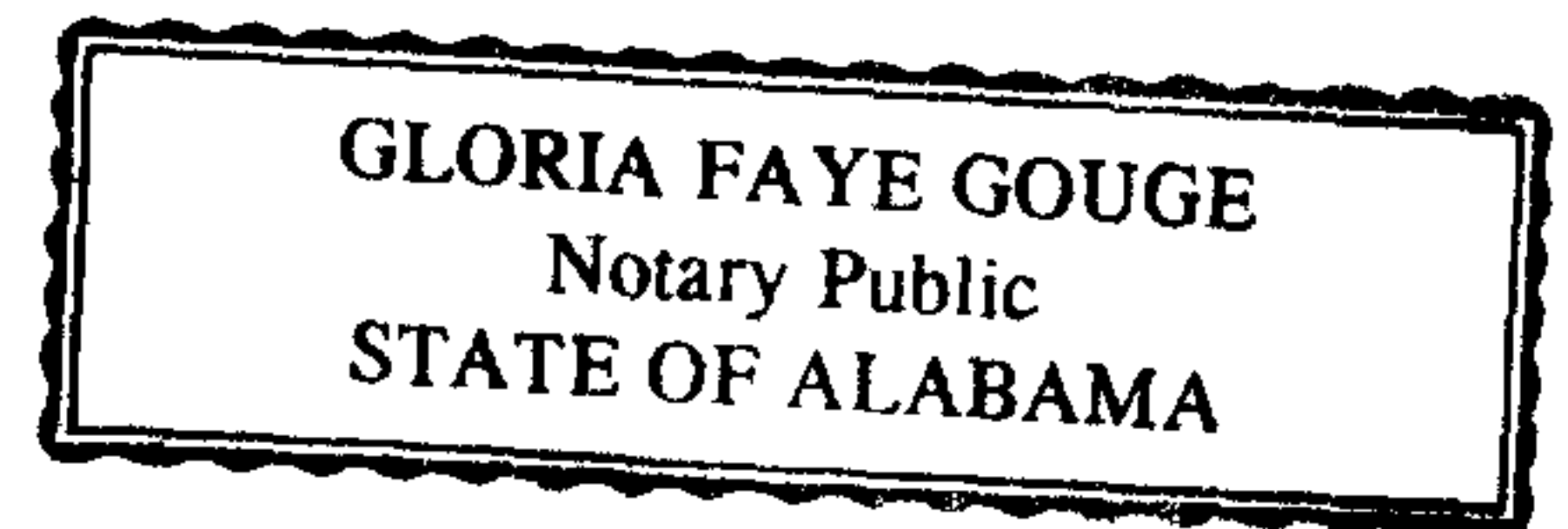
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INDIVIDUAL ACKNOWLEDGMENT

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 **GARY ROLEE HOLCOMBE and BRENDA HOLCOMBE, 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 27 day of Aug, 2003
Gloria Faye Gouge
Notary Public

My commission expires  **NOTARY PUBLIC STATE OF ALABAMA**
MY COMMISSION EXPIRES: May 2, 2004
STATE OF ALABAMA

LENDER ACKNOWLEDGMENT

STATE OF Alabama

COUNTY OF at large

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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 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 4th day of September, 2003
Andrew S. Brown
Notary Public

My commission expires June 26, 2006

LEGAL DESCRIPTION: Beginning at the Northwest corner of the NE1/4 of SW1/4, Section 13, Township 21 South, Range 2 West and run east along the north boundary line of said NE1/4 of SW1/4 a distance of 1022.0 feet; thence turn 135 deg. 30 min. right and run 1366.9 feet; thence turn 88 deg. 56 min. right and run 50 feet; thence turn 33 deg. 23 min. right and run 917.1 feet to the point of beginning. LESS AND EXCEPT those certain parcels as conveyed in Deed Book 317, Page 125; Deed Book 319, Page 230 and Deed Book 308, Page 611, as each is recorded in the Probate Office of Shelby County, Alabama. ALSO: Commence at the Southeast corner of the NW1/4 of SW1/4, Section 13, Township 21 South, Range 2 West and run north along the east boundary of said quarter section a distance of 420 feet for a point of beginning; thence turn 42 deg. 51 min left and run 100 feet; thence turn 05 deg. 34 min. left and run 100 feet; thence turn 06 deg. 16 min. left and run 100.0 feet; thence turn 05 deg. 36 min. left and run 100 feet; thence turn 05 deg. 17 min. left and run 108.8 feet; thence turn 161 deg. 35 min. right and run 231.33 feet; thence turn 22 deg. 02 min. right and run 97.0 feet; thence turn 35 deg. 42 min. right and run 213.5 feet; thence turn 26 deg. 15 min. right and run 30.8 feet to the point of beginning. Situated in Shelby County, Alabama.

Inst # 1997-32120

10/03/1997-32120
10:33 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
006 MCD 99.50