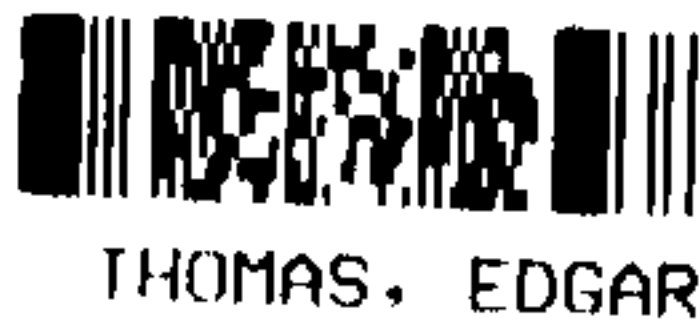


WHEN RECORDED MAIL TO:



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

2003 2731742011 / 070499277749

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY
119.00

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated October 3, 2003, is made and executed between C EDGAR THOMAS, A/K/A C E THOMAS, whose address is 5236 ENGLISH WAY, BIRMINGHAM, AL 35242 and DOLORES D THOMAS, whose address is 5236 ENGLISH WAY, BIRMINGHAM, AL 35242; husband and wife (referred to below as "Grantor") and AmSouth Bank, whose address is 102 Inverness Plaza, Birmingham, AL 35243 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated March 23, 1998 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED 04/17/98 INST#1998-13741 IN SHELBY COUNTY AND MODIFIED 10-03-03.

REAL PROPERTY DESCRIPTION. The Mortgage covers the following described real property located in SHELBY County, State of Alabama:
A PORTION OF LOT 54-A, ACCORDING TO THE RESURVEY OF LOT 54 AND ACREAGE, 1ST AMENDED PLAT OF FINAL RECORD PLAT OF GREYSTONE FARMS, ENGLISH TURN SECTOR, PHASE 1, AS RECORDED IN MAP BOOK 23, PAGE 62 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA; BEING SITUATED IN SHELBY COUNTY, ALABAMA.

The Real Property or its address is commonly known as 5236 ENGLISH WAY, BIRMINGHAM, AL 35242.

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 \$100,000 to \$170,000.

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 3, 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 C Edgar Thomas (Seal)
C EDGAR THOMAS, Individually

X Dolores D Thomas (Seal)
DOLORES D THOMAS, Individually

LENDER:

X Danny Roberts (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

Name: JACQUES CURRY
Address: P.O. BOX 830721
City, State, ZIP: BIRMINGHAM, AL 35283

MODIFICATION OF MORTGAGE
(Continued)

Page 2

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Alabama

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COUNTY OF Shelby

) SS

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I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **C EDGAR THOMAS and DOLORES D THOMAS, 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 3rd day of October, 2003.

[Signature]
Notary Public

My commission expires 2-26-2004

LENDER ACKNOWLEDGMENT

STATE OF Alabama

)

COUNTY OF At Large

) SS

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I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Amy Robert 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 October, 2003.

MY COMMISSION EXPIRES
December 11, 2006

[Signature]
Notary Public

My commission expires _____

SCHEDULE "A"

ALL OF THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN SHELBY COUNTY, ALABAMA, TO-WIT:

LOT 54-A, ACCORDING TO THE RESURVEY OF LOT 54 AND ACREAGE, 1ST AMENDED PLAT OF FINAL RECORD PLAT OF GREYSTONE FARMS, ENGLISH TURN SECTOR, PHASE 1, AS RECORDED IN MAP BOOK 23, PAGE 62 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA; BEING SITUATED IN SHELBY COUNTY, ALABAMA.

SOURCE OF TITLE: BOOK 2000 PAGE 38575

KNOWN 5236 ENGLISH WAY

PARCEL: 038340002054000