

WHEN RECORDED MAIL TO:



ATCHISON, JANICE C B Melbourne, FL 32934

Record and Return To:
Integrated Loan Services
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Melbourne, FL 32934

20032811517330

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

0704 9900 1461

56.00

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated October 20, 2003, is made and executed between JANICE C. BARBER ATCHISON, whose address is 1524 KING GEORGE DR, ALABASTER, AL 35007 and FREDDIE LELAND ATCHISON, whose address is 1524 KING GEORGE DR, ALABASTER, AL 35007; wife and husband (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 November 6, 1992 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

NOVEMBER 19, 1992 INST # 1992-27443 SHELBY COUNTY, AL. MODIFIED AUGUST 13, 1996 INST # 1996-26188 SHELBY COUNTY, AL. MODIFIED SEPTEMBER 17, 2003 INST #20030917000624580. AND MODIFIED OCTOBER 20, 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 1524 KING GEORGE DR, ALABASTER, AL 35007.

MODIFICATION. Lender and Grantor hereby modify the Mortgage as follows:

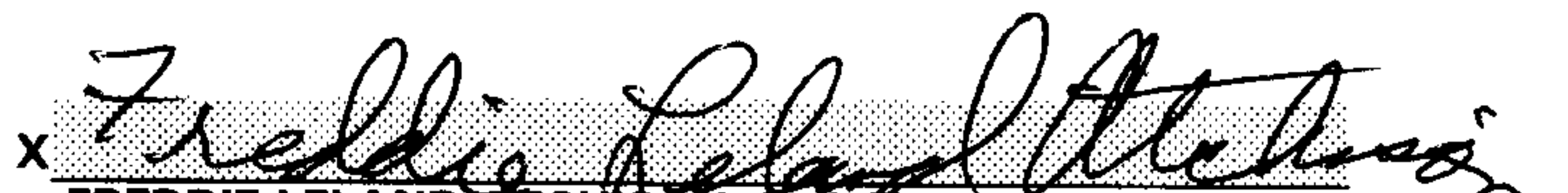
The Credit Limit or maximum principal indebtedness secured by the Mortgage (excluding finance charges, any temporary overages, other charges and any amounts expended or advanced as provided in the Mortgage) is hereby increased from \$34,000 to \$60,000.

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 endorsers 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.

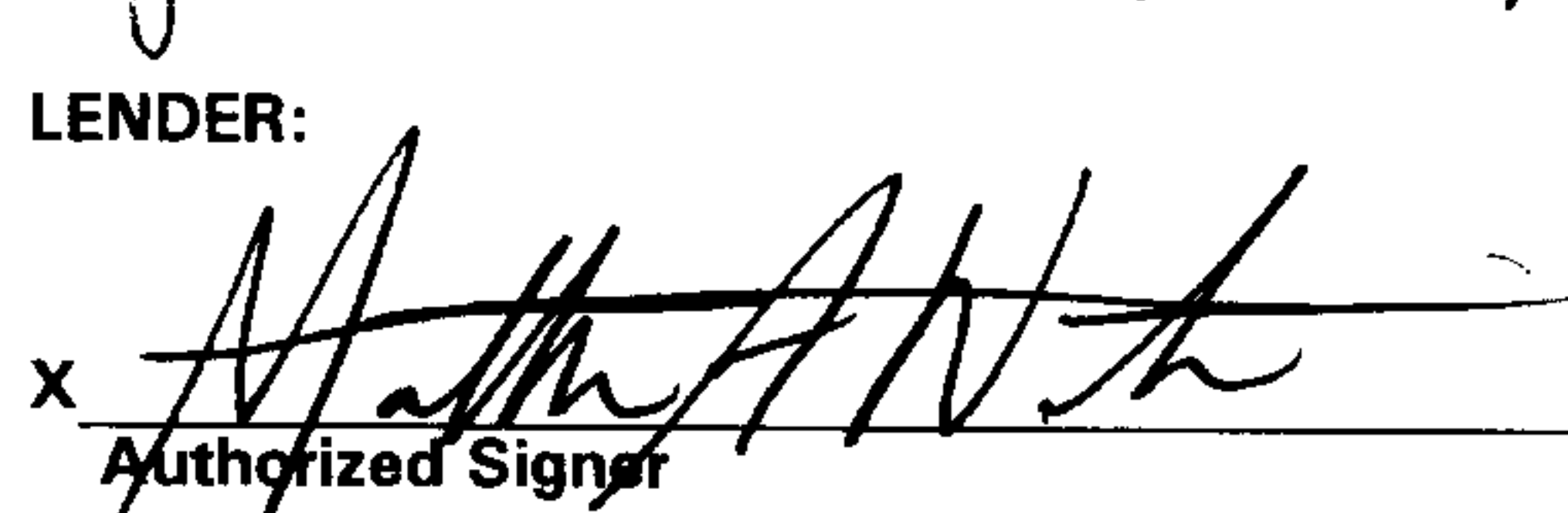
GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED OCTOBER 20, 2003.

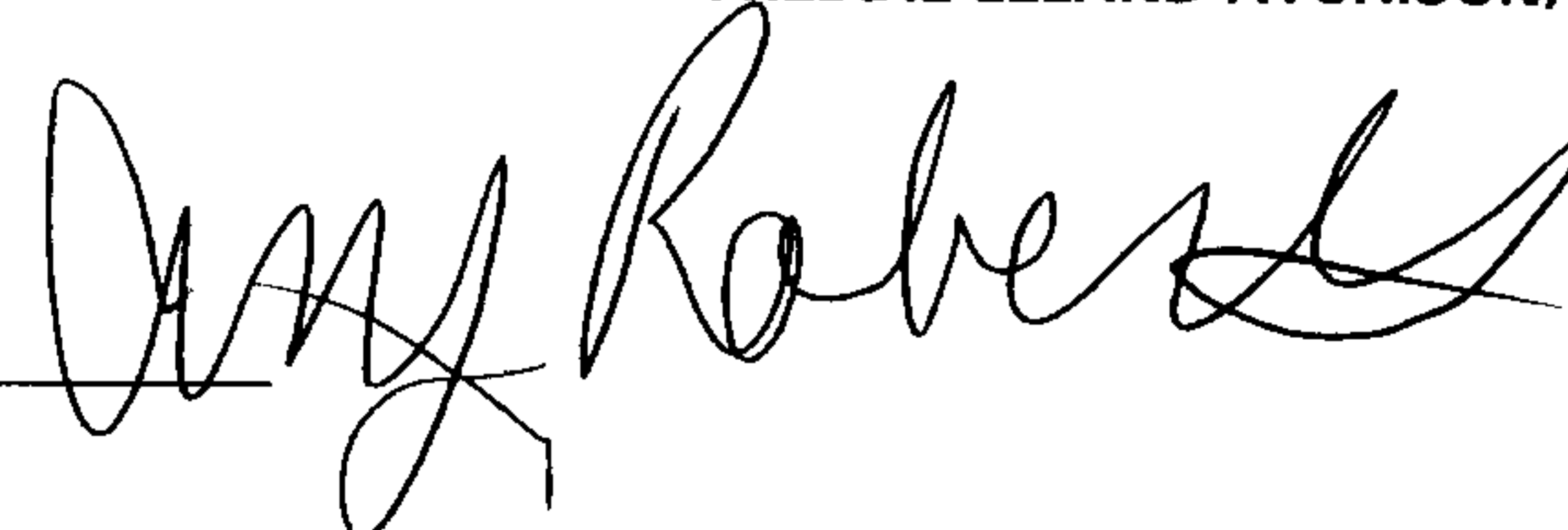
GRANTOR:

x 
JANICE C. BARBER ATCHISON, Individually

x 
FREDDIE LELAND ATCHISON, Individually

LENDER:

x 
Authorized Signer



This Modification of Mortgage prepared by:

Name: TASHA WOOTEN
Address: P.O. BOX 830721
City, State, ZIP: BIRMINGHAM, AL 35283

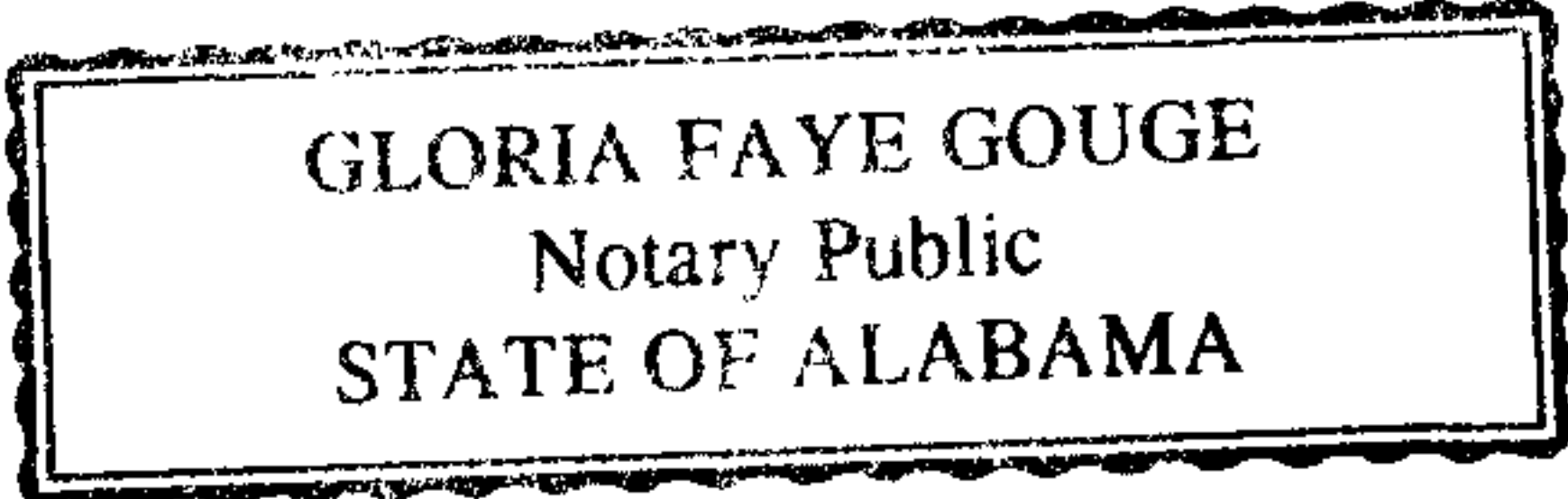
MODIFICATION OF MORTGAGE
(Continued)

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Alabama

COUNTY OF Stelly

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) SS
)



I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **JANICE C. BARBER ATCHISON and FREDDIE LEIAND ATCHISON, wife and husband**, 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 20 day of Oct, 2003.
Gloria Faye Gouge
Notary Public

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
My commission expires May 7, 2006
~~NOTARY PUBLIC STATE OF ALABAMA AT LARGE~~

LENDER ACKNOWLEDGMENT

STATE OF AL

COUNTY OF at large

)
) SS
)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that _____ a corporation, is signed to the foregoing Modification and who is known to me, acknowledged before me on this day that, being informed of the contents of said Modification of Mortgage, 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 20 day of Oct, 2003.
Linda J. Bergman
Notary Public

MY COMMISSION EXPIRES
December 11, 2006

My commission expires _____

SCHEDULE "A"

**THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN SHELBY COUNTY,
ALABAMA:**

**LOT 19, ACCORDING TO THE SURVEY OF KINGWOOD, AS RECORDED IN MAP
BOOK 6, PAGE 40, IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY
COUNTY, ALABAMA; BEING SITUATED IN SHELBY COUNTY, ALABAMA.**

SOURCE OF TITLE: BOOK 301 PAGE 411

KNOWN 1524 KING GEORGE DR, ALABASTER, AL