

11-21

WHEN RECORDED MAIL TO:



BROGLIO, RONALD J

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

63.00

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated November 20, 2003, is made and executed between RONALD J BROGLIO, whose address is 1417 HIGH RD, VANDIVER, AL 35176 and CAROL L BROGLIO, whose address is 1417 HIGH RD, VANDIVER, AL 35176; husband and wife (referred to below as "Grantor") and AmSouth Bank, whose address is 1849 Highway 31 South, Birmingham, AL 35244 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated June 12, 2003 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED JUNE 26 2003, SHELBY COUNTY, INSTRUMENT # 20030626000400810

AMENDMENT RECORDED AUGUST 7 2003, SHELBY COUNTY, INST # 20030807000515130

MATURITY DATE JUNE 12 2023.

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 1417 HIGH RD, VANDIVER, AL 35176.

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 \$70000 to \$100000.

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 NOVEMBER 20, 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 Ronald J. Broglie (Seal)
RONALD J BROGLIO, Individually

X Carol L. Broglie (Seal)
CAROL L BROGLIO, Individually

LENDER:

X Carole W. Covington (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

Name: SUZANNE COKER
Address: P.O. BOX 830721
City, State, ZIP: BIRMINGHAM, AL 35283

MODIFICATION OF MORTGAGE
(Continued)

Page 2

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Alabama)
) SS
COUNTY OF Jefferson)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **RONALD J BROGLIO and CAROL L BROGLIO, 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 20 day of November, 2003.

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Mar 2, 2004
BONDED THRU NOTARY PUBLIC UNDERWRITERS

Carole W. Covington
Notary Public

My commission expires _____

LENDER ACKNOWLEDGMENT

STATE OF Alabama)
) SS
COUNTY OF Jefferson)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Carole W. Covington 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 November, 2003.

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Mar 21, 2005
BONDED THRU NOTARY PUBLIC UNDERWRITERS

Susan L. Wilkes
Notary Public

My commission expires _____

SCHEDULE "A"

THE FOLLOWING DESCRIBED REAL ESTATE SITUATE IN SHELBY COUNTY, ALABAMA TO-WIT:

A PARCEL OF LAND SITUATED IN THE SW 1/4 OF THE NW 1/4 OF SECTION 6, TOWNSHIP 18 SOUTH, RANGE 2 EAST, SHELBY COUNTY, ALABAMA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NW CORNER OF THE SW 1/4 OF THE NW 1/4 OF SAID SECTION 6, SAID POINT BEING A REBAR IRON SITUATED 1,316.06 FEET SOUTH OF THE NORTHWEST CORNER OF SAID SECTION AS MEASURED ALONG THE SECTION LINE; THENCE RUN SOUTH ALONG THE WEST LINE OF SAID 1/4 1/4 FOR 179.00 FEET; THENCE TURN 90 DEG. 36 MIN. 38 SEC. LEFT AND RUN EAST AND PARALLEL TO SAID 1/4 1/4 NORTH LINE FOR 529.53 FEET TO THE CENTERLINE OF AN UNIMPROVED DIRT ROAD (NO RECORD OF DEDICATION); THENCE RUN 60 DEG. 19 MIN. 53 SEC. LEFT AND RUN NORTHEASTERLY ALONG THE CENTERLINE OF SAID ROAD FOR 120.82 FEET; THENCE TURN 0 DEG. 40 MIN. 44 SEC. RIGHT AND RUN NORTHEASTERLY ALONG THE CENTERLINE OF SAID ROAD FOR 85.75 FEET TO A POINT ON THE NORTH LINE OF SAID 1/4 1/4 SAID POINT ALSO BEING ON THE SOUTH LINE OF THE E. W. T. N. SURVEY BY MILLER, TRIPLETT AND MILLER ENGINEER DATED 04/19/91, SAID POINT ALSO BEING ON THE CENTERLINE OF THE E. W. T. N. ACCESS ROAD AS SHOWN ON THE SURVEY BY MILLER, TRIPLETT AND MILLER ENGINEERS DATE 06/20/91; THENCE TURN 120 DEG. 20 MIN. 50 SEC. LEFT AND RUN EAST ALONG THE NORTH LINE OF SAID 1/4 1/4 AND ALONG THE SOUTH LINE OF SAID E. W. T. N. SURVEY FOR 630.75 FEET TO THE POINT OF BEGINNING; BEING SITUATED IN SHELBY COUNTY, ALABAMA.

SUBJECT TO RESTRICTIONS, RESERVATIONS, EASEMENT, COVENANTS, OIL, GAS OR MINERAL RIGHTS OF RECORD, IF ANY.

BEING THE SAME PROPERTY CONVEYED TO RONALD J. BROGLIO AND CAROL L. BROGLIO, AS JOINT TENANTS WITH RIGHT OF SURVIVORSHIP BY DEED FROM E. HUGO MINOR, A MARRIED MAN DATED 2/2/2000 AND RECORDED 2/7/2000 IN THE SHELBY CLERK'S OFFICE IN 2000-03775.

KNOWN 1417 HIGH ROAD, VANDIVER, FL

PARCEL: 053060000001005