

WHEN RECORDED MAIL TO:

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

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated December 22, 2003, is made and executed between **JAMES LAMAR LAYFIELD**, whose address is 339 ARABIAN RD, COLUMBIANA, AL 35051 and **REBECCA JEAN LAYFIELD**, whose address is 339 ARABIAN RD, COLUMBIANA, AL 35051; 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 9, 2000 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED 06/28/2000 INST # 2000-21595 AND MODIFIED AUGUST 29, 2001 RECORDED 09/24/2001 INST # 2001-41069 AND MODIFIED 12-22-2003 IN SHELBY COUNTY.

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 339 ARABIAN RD, 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 decreased from \$80,000 to \$10,000.

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 DECEMBER 22, 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  (Seal)
JAMES LAMAR LAYFIELD, Individually

X  (Seal)
REBECCA JEAN LAYFIELD, Individually

LENDER:

X  (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

Name: ANGELA RENDA
Address: P.O. BOX 830721
City, State, ZIP: BIRMINGHAM, AL 35283

MODIFICATION OF MORTGAGE
(Continued)

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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 **JAMES LAMAR LAYFIELD and REBECCA JEAN LAYFIELD, 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 22 day of December, 2003.

Dusan S. Wilkes
Notary Public

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

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 _____ 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 22 day of December, 2003.

Chole W. Corns
Notary Public

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

My commission expires

portion of the SE 1/4 of the SW 1/4 of §11, T21S, R2W, described as follows:
Begin at the NW corner of the SE 1/4 of the SW 1/4 of §11, T21S, R2W and
run southerly along the west side of the said quarter-quarter for 988.86 ft,
then turn an angle of 90° 00' to the left and run easterly for 599.56 ft to an
iron pin marking the point of beginning. Turn an angle of 80° 07' 58" to the
left and run northeasterly for 55.68 ft to an iron pin, then turn an angle of
3° 29' 29" to the right and run northeasterly for 236.03 ft to an iron on the
west side of a gravel road known as Green Valley Road, then turn an angle of
36° 11' 11" to the right and run southerly for 87.11 ft to an iron on the
west side of the said Green Valley Road (said point being also on the north side
of a private gravel access road to the Mahan residence), then turn an angle of 80°
1' 06" to the right and run westerly for 74.13 ft to an iron on the north side
of said private access road, then turn an angle of 12° 08' 52" to the left and
run southerly for 96.08 ft to an iron on the north side of said private drive
then turn an angle of 33° 53' 37" to the right and run northeasterly for 66.18
ft back to the point of beginning (said point being on the north side of the
said private drive).

Subject to the easements, rights of ways, and restrictions of record.