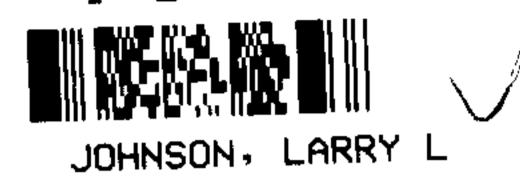
WHEN RECORDED MAIL TO:



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

20040371005040

5299070499849604

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

701 M

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated February 14, 2004, is made and executed between LARRY L. JOHNSON, whose address is 4948 MEADOW BROOK RD, BIRMINGHAM, AL 35242 and JANICE W. JOHNSON, A/K/A JANICE JOHNSON; whose address is 4948 MEADOW BROOK RD, 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 September 3, 2002 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED 9/17/2002 20020917000446770 PAGE 1/6 AND MODIFIED 2-14-2004 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 4948 MEADOW BROOK RD, 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 \$50,000 to \$90,000.

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 FEBRUARY 14, 2004.

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:

LENDER:

Authorized Signer

(Seal)

(Seal)

This Modification of Mortgage prepared by:

ALK VI

Name: ANGELA RENDA Address: P.O. BOX 830721

City, State, ZIP: BIRMINGHAM, AL 35283

MODIFICATION OF MORTGAGE (Continued)

Page 2

INDIVIDUAL ACKNOWLEDGMENT
STATE OF MANA
) SS
COUNTY OF
I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that LARRY L. JOHNSON and JANICE W. JOHNSON, 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 day of day of20
Notary Public
My commission expires 12-2(-05
LENDER ACKNOWLEDGMENT
STATE OF HUDAHW
) SS
COUNTY OF $1000000000000000000000000000000000000$
Inil Mull Mahat
I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that
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
THE ALTRAPITY AVAPLITANT TO SAME VALIDIATILY BY ALL DE ALL DE VAID CARDINE S.
full authority, executed the same voluntarily for and as the act of said corporation. Given under my hand and official seal this day of day of 100000000000000000000000000000000000
Given under my hand and official seal this day of
Given under my hand and official seal this

LASER PRO Lending, Ver. 5.23.10.001 Copr. Harland Financial Solutions, Inc. 1997, 2004. All Rights Reserved. - AL R:\CFi\LPL\G201.FC TR-160799 PR-19

SCHEDULE "A"

LOT 7, ACCORDING TO THE SURVEY OF MEADOW BROOK, THIRD SECTOR, AS RECORDED IN MAP BOOK 7, PAGE 66, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

SOURCE OF TITLE: DEED INSTRUMENT # 20011203000521441

KNOWN 4948 MEADOW BROOK ROAD