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WHEN RECORDED MAIL TO:



PUCKETT JR, RONALD E

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

20040541322330
076499 348326

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

33rd

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated February 27, 2004, is made and executed between **RONALD E. PUCKETT, JR**, whose address is **704 OLDE TOWNE CIR, ALABASTER, AL 35007** and **CHERYL L. PUCKETT**, whose address is **704 OLDE TOWNE CIR, ALABASTER, AL 35007**; husband and wife (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 February 26, 1999 (the "Mortgage") which has been recorded in **SHELBY County, State of Alabama**, as follows:

MARCH 15, 1999 INST #1999-10901 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 **704 OLDE TOWNE CIR, 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 **\$15,000 to \$25,000.**

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 endorers 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 27, 2004.

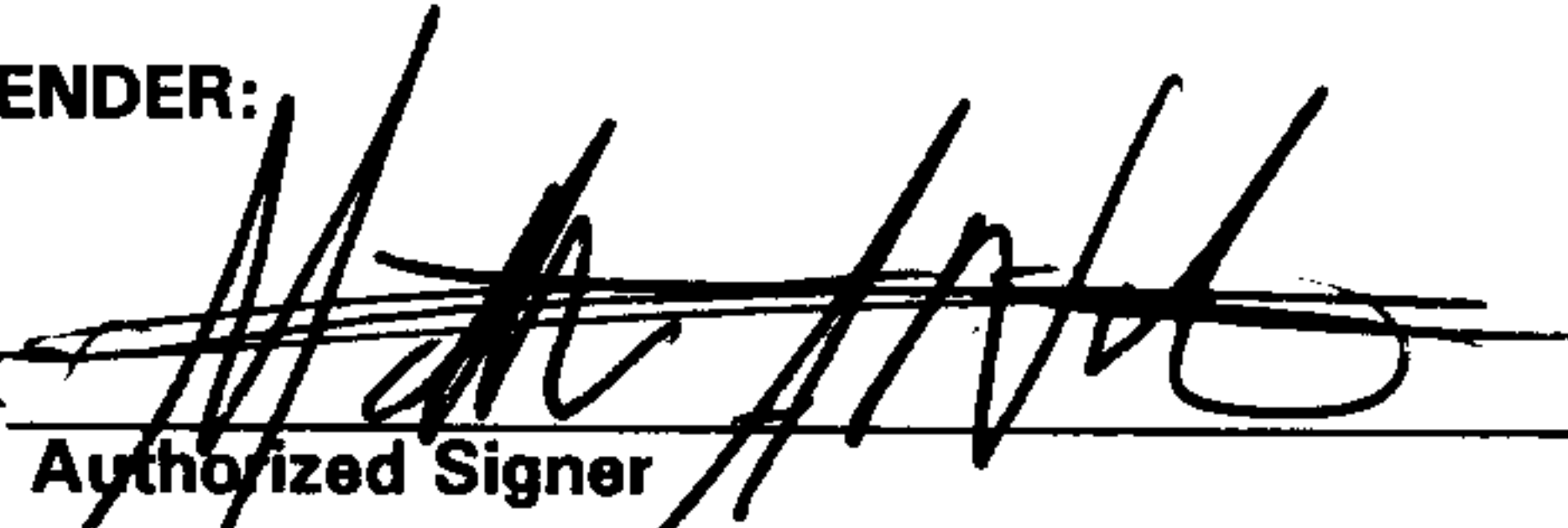
THIS MODIFICATION IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS MODIFICATION IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.

GRANTOR:

X  (Seal)
RONALD E. PUCKETT, JR

X  (Seal)
CHERYL L. PUCKETT

LENDER:

X  (Seal)
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)
) SS
COUNTY OF St. Clair)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that RONALD E. PUCKETT, JR and CHERYL L. PUCKETT, 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 27 day of Feb., 2004
Blaine Joyce Long
Notary Public

My commission expires 5-7-04

LENDER ACKNOWLEDGMENT

STATE OF Alabama)
) SS
COUNTY OF at large)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Amy Roberts 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 27th day of February, 2004
Lynda J. Brown
Notary Public

MY COMMISSION EXPIRES
December 11, 2006

My commission expires _____

SCHEDULE "A"

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

LOT 3, ACCORDING TO THE MAP AND SURVEY OF OLDE TOWNE FOREST, SECOND ADDITION, AS SHOWN IN MAP BOOK 12, PAGE 85, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA; BEING SITUATED IN SHELBY COUNTY, ALABAMA.

SUBJECT TO:

- 1. TRANSMISSION LINE PERMIT TO ALABAMA POERE COMPANY RECORDED IN DEED BOOK 134, PAGE 209, IN THE AFORESAID OFFICE.**
- 2. EASEMENT TO ALABAMA POWER COMPANY AND SOUTH CENTRAL BELL AS RECORDED IN DEED BOOK 224, PAGE 581, IN THE AFORESAID OFFICE.**
- 3. THIRTY FOOT BUILDING LINE FROM OLDE TOWNE CIRCLE; FIVE FOOT EASEMENT FOR PUBLIC UTILITIES ALONG THE NORTH LOT LINE AND TEN FOOT EASEMENT FOR PUBLIC UTILITIES ALONG THE EAST LOT LINE, AS SHOWN ON THE RECORDED MAP.**

SOURCE OF TITLE: INST # 19950502000114021

KNOWN 704 OLDE TOWNE CIR, ALABASTER, AL