

3/16

WHEN RECORDED MAIL TO:



LANNING, JEROME K

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

20040480865440
070499335489

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

118.10

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated March 15, 2004, is made and executed between JEROME K LANNING, whose address is 1894 SMYER LAKE RD, LEEDS, AL 35094 and JOYCE A LANNING, whose address is 1894 SMYER LAKE RD, LEEDS, AL 35094; husband and wife (referred to below as "Grantor") and AmSouth Bank, whose address is 1900 5th Avenue North, Birmingham, AL 35203 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated December 17, 1998 (the "Mortgage") which has been recorded in JEFFERSON County, State of Alabama, as follows:

RECORDING DATE 01-07-1999, JEFFERSON COUNTY, INST# 1999-00833; MODIFYING ON 03-15-2004.

REAL PROPERTY DESCRIPTION. The Mortgage covers the following described real property located in JEFFERSON 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 1894 SMYER LAKE RD, LEEDS, AL 35094.

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

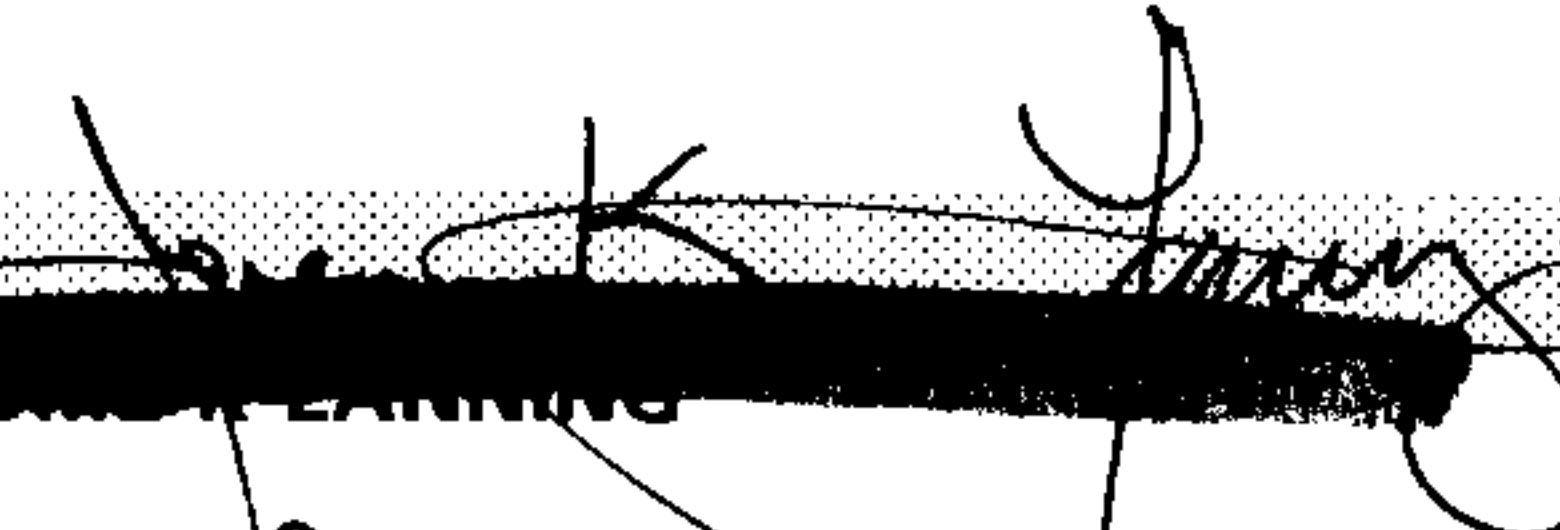
The Credit Limit or maximum principal indebtedness secured by the Mortgage (excluding finance charges, any temporary overages, other charges and any amounts expended or advanced as provided in the Mortgage) is hereby increased from \$75,000 to \$142,400.

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 MARCH 15, 2004.

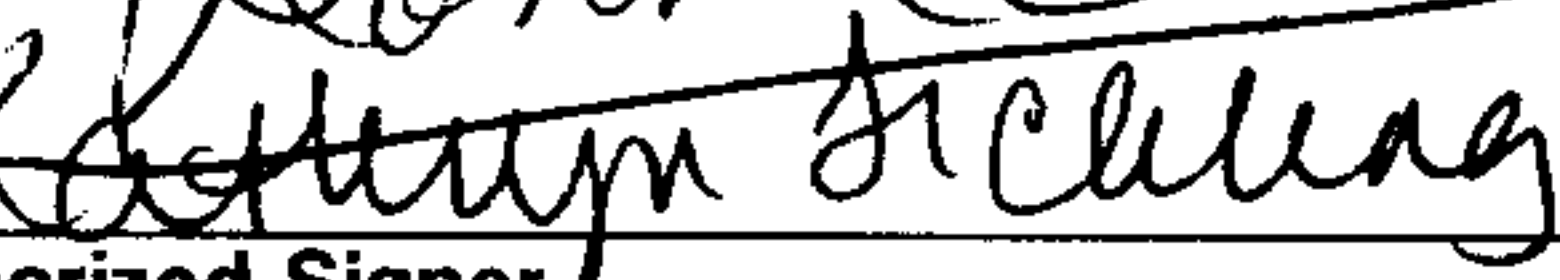
THIS MODIFICATION IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS MODIFICATION IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.

GRANTOR:

X  (Seal)

X  (Seal)

LENDER:

X  (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

Name: NICCI RAGLAND
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 Shelby)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **JEROME K LANNING and JOYCE A LANNING, 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 15th day of March, 2004.

Lee Z Bates
Notary Public

My commission expires 7-10-05

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 Donna Hayes 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 15th day of March, 2004.

MY COMMISSION EXPIRES
December 11, 2006

Lee Z Bates
Notary Public

My commission expires _____

SCHEDULE "A"

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

A PARCEL OF LAND IN THE NE ¼ OF THE SW ¼ OF SECTION 24, TOWNSHIP 18 SOUTH, RANGE 1 WEST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: START AT THE MOST SOUTHERLY CORNER OF LOT 32, ACCORDING TO MAP OF MOUNTAIN VIEW LAKE COMPANY, SECOND SECTOR, AS RECORDED IN MAP BOOK 3 PAGE 150 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA; RUN THENCE SOUTHWESTWARDLY ALONG AN EXTENSION OF THE SOUTHEAST LINE OF SAID LOT 32 FOR A DISTANCE OF 71.10 FEET FOR POINT OF BEGINNING OF A PARTICULARLY DESCRIPTION OF SAID PARCEL; THENCE TURN AN ANGLE TO THE RIGHT FROM THE LAST DESCRIBED LINE OF 54 DEG. 18 MIN. AND RUN IN A WESTERLY DIRECTION FOR 148.78 FEET TO A POINT; THENCE TURN AN ANGLE OT THE RIGHT OF 00 DEG. 29 MIN. AND CONTINUE IN A WESTERLY DIRECTION 190.62 FEET TO A POINT; THENCE TURN AN ANGLE TO THE RIGHT OF 83 DEG. 57 MIN. AND RUN IN A NORTHERLY DIRECTION 134.65 FEET, MORE OR LESS, TO THE SOUTHERLY EDGE OF A LAKE; THENCE TURN TO THE RIGHT AND RUN IN A GENERALLY EASTERLY DIRECTION ALONG THE SOUTHERLY EDGE OF SAID LAKE TO THE MOST WESTERLY CORNER OF SAID LOT 32; THENCE TURN AN ANGLE TO THE RIGHT AND RUN IN A SOUTHEASTERLY DIRECTION A MEASURED DISTANCE OF 245.52 FEET (DEED SHOWS 227.67 FEET), MORE OR LESS, TO THE POINT OF BEGINNING; BEING SITUATED IN SHELBY COUNTY, ALABAMA.

SOURCE OF TITLE: DEED DOCUMENT # 19860714000180240

KNOWN 1894 SMYER LAKE ROAD, AL