

3/26

WHEN RECORDED MAIL TO:

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

20040421024250
070499877647

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated March 23, 2004, is made and executed between H G BAXTER, AKA HOWARD GLENN BAXTER, JR., whose address is 5052 ABERDEEN WAY, BIRMINGHAM, AL 34242 and MICKIE R BAXTER, whose address is 5052 ABERDEEN WAY, BIRMINGHAM, AL 34242; husband and wife (referred to below as "Grantor") and AmSouth Bank, whose address is 200 Corporate Ridge North, Birmingham, AL 35242 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated October 30, 2002 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED NOVEMBER 13, 2002, IN THE PROBATE OFFICE OF SHELBY COUNTY BOOK 20021113000564580 PAGE 1-6 .
MODIFIED MARCH 23, 2004.

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 5052 ABERDEEN WAY, 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 \$110000.00 to \$125,000.00.

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 MARCH 23, 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 H. G. Baxter (Seal)
H G BAXTER

X Mickie R. Baxter (Seal)
MICKIE R BAXTER

LENDER:

X [Signature] (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

Name: CONNIE STOVES
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 Shelby)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **H G BAXTER and MICKIE R BAXTER, 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 23rd day of March, 20 04.
Meighan Hargreaves Sternberg
Notary Public

My commission expires

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: June 26, 2005
BONDED THRU NOTARY PUBLIC UNDERWRITERS

LENDER 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 Eric Morgan 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 23rd day of March, 20 04.
Meighan Hargreaves Sternberg
Notary Public

My commission expires

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: June 26, 2005
BONDED THRU NOTARY PUBLIC UNDERWRITERS

LOT 25, ACCORDING TO THE SURVEY OF GREYSTONE 7TH SECTOR PHASE I, AS RECORDED IN MAP BOOK 18, PAGE 120 A, B & C, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA. MINERAL AND MINING RIGHTS EXCEPTED. ALSO CONVEYED: TOGETHER WITH THE NON-EXCLUSIVE EASEMENT TO USE THE PRIVATE ROADWAYS, COMMON AREAS AND HUGH DANIEL DRIVER, ALL AS MORE PARTICULARLY DESCRIBED IN THE GREYSTONE RESIDENTIAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS DATED 11-6-90, AND RECORDED IN REAL 317, PAGE 260, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA, TOGETHER WITH ALL AMENDMENTS THERETO.
