

WHEN RECORDED MAIL TO:



HOLLY, STEPHEN J

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

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

5299070499714462

20040901102400

243.00

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated April 2, 2004, is made and executed between STEPHEN J. HOLLY, whose address is 385 TURNBERRY RD, HOOVER, AL 35244 and MARGARET S. HOLLY, A.K.A. MARGARET E. HOLLY, whose address is 385 TURNBERRY RD, HOOVER, AL 35244; husband and wife (referred to below as "Grantor") and AmSouth Bank, whose address is 341 Summit Boulevard, Birmingham, AL 35243 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated November 8, 1995 (the "Mortgage") which has been recorded in SHELBY COUNTY County, State of Alabama, as follows:

11/8/95 RECORDED 12/14/95 SHELBY COUNTY INST. # 1995-35854; MODIFIED ON 6/14/02 RECORDED ON 6/28/02 SHELBY COUNTY INSTR. # 20020628000304980; MODIFIED ON 04/2/04.

REAL PROPERTY DESCRIPTION. The Mortgage covers the following described real property located in SHELBY COUNTY 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 385 TURNBERRY RD, HOOVER, AL 35244.

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 \$100,000 to \$250,000.

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 APRIL 2, 2004.

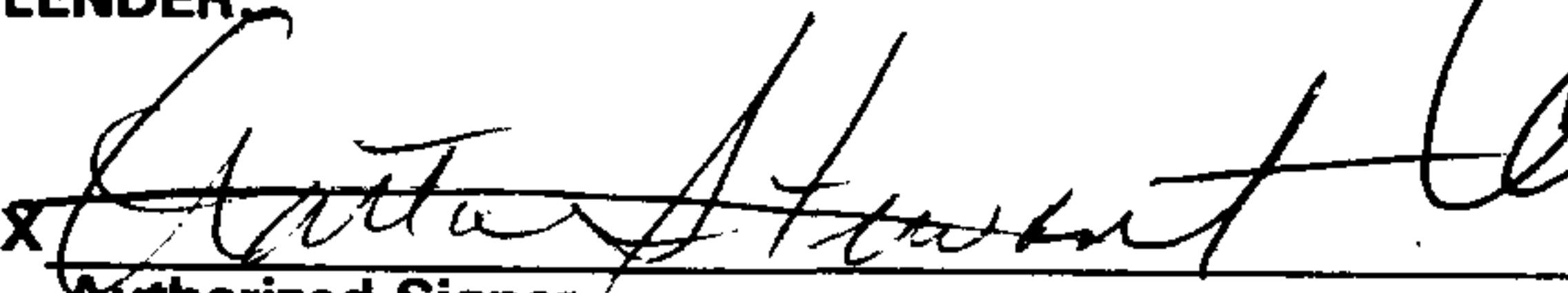
THIS MODIFICATION IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS MODIFICATION IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.

GRANTOR:

 (Seal)
STEPHEN J. HOLLY

 (Seal)
MARGARET S. HOLLY

LENDER:

 (Seal)
Arthur Stewart

Authorized Signer

This Modification of Mortgage prepared by:

Name: TIMIKA RANDALL
Address: P.O. BOX 830721
City, State, ZIP: BIRMINGHAM, AL 35283

MODIFICATION OF MORTGAGE
(Continued)

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INDIVIDUAL ACKNOWLEDGMENT

STATE OF Ala)
COUNTY OF Jeff)

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) SS
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I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that STEPHEN J. HOLLY and MARGARET S. HOLLY, 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 2 day of April, 2006.

Greta M. Stewart

Notary Public

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Aug 2, 2005
SIGNED THRU NOTARY PUBLIC UNDERWRITERS

My commission expires _____

LENDER ACKNOWLEDGMENT

STATE OF Ala Alabama)
COUNTY OF Jeff Large)

)
) SS
)

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 2 day of April, 2006.

Greta M. Stewart

Notary Public

MY COMMISSION EXPIRES
December 11, 2006

SCHEDULE "A"

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

LOT 30-A, ACCORDING TO THE RESURVEY OF LOTS 30 AND 37 OF HEATHERWOOD, 4TH SECTOR, 2ND ADDITION, AS RECORDED IN MAP BOOK 15, PAGE 53, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA; BEING SITUATED IN SHELBY COUNTY, ALABAMA.

SUBJECT TO:

BUILDING SETBACK LINE OF 35 FEET RESERVED FROM TURNBERRY ROAD AS SHOWN BY PLAT RECORDED IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA.

PUBLIC EASEMENTS AS SHOWN BY RECORDED PLAT, INCLUDING 10 FEET ON THE SOUTHEASTERLY AND SOUTHWESTERLY SIDES; 20 FEET THROUGH THE WESTERLY PORTION AND TWO 10 FOOT EASEMENTS WITHIN THE WESTERLY PORTION OF BUILDING SETBACK LINE.

SOURCE OF TITLE: DEED INSTRUMENT # 1994-26450

KNOWN 385 TURNBERRY ROAD