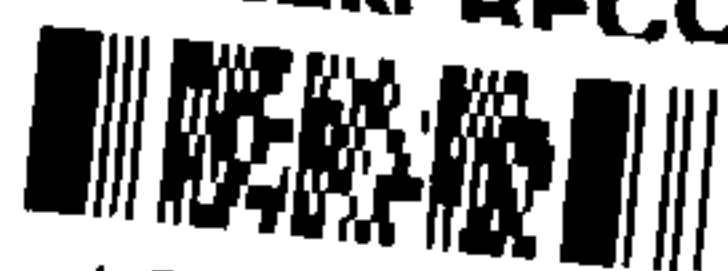


4/7

WHEN RECORDED MAIL TO:



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

20040891008480

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

070499236745

54.50

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated April 6, 2004, is made and executed between PATRICIA S LOVELAND, whose address is 135 NORRIDGE PL, PELHAM, AL 35124, unmarried (referred to below as "Grantor") and AmSouth Bank, whose address is 101 Office Park Drive, Birmingham, AL 35223 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated July 23, 1997 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

MORTGAGE DATED JULY 23, 1997 AND RECORDED ON AUGUST 4, 1997 IN SHELBY COUNTY, ALABAMA IN INST # 1997-24453.
MODIFIED ON FEBRUARY 7, 2001 AND RECORDED ON FEBRUARY 21, 2001 IN SHELBY COUNTY, ALABAMA IN INST # 2001-05873.
MODIFIED ON APRIL 6, 2004.

MATURITY DATE IS JULY 23, 2017.

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 135 NORRIDGE PL, PELHAM, AL 35124.

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 \$ 40,000.00 to \$ 65,000.00.

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.

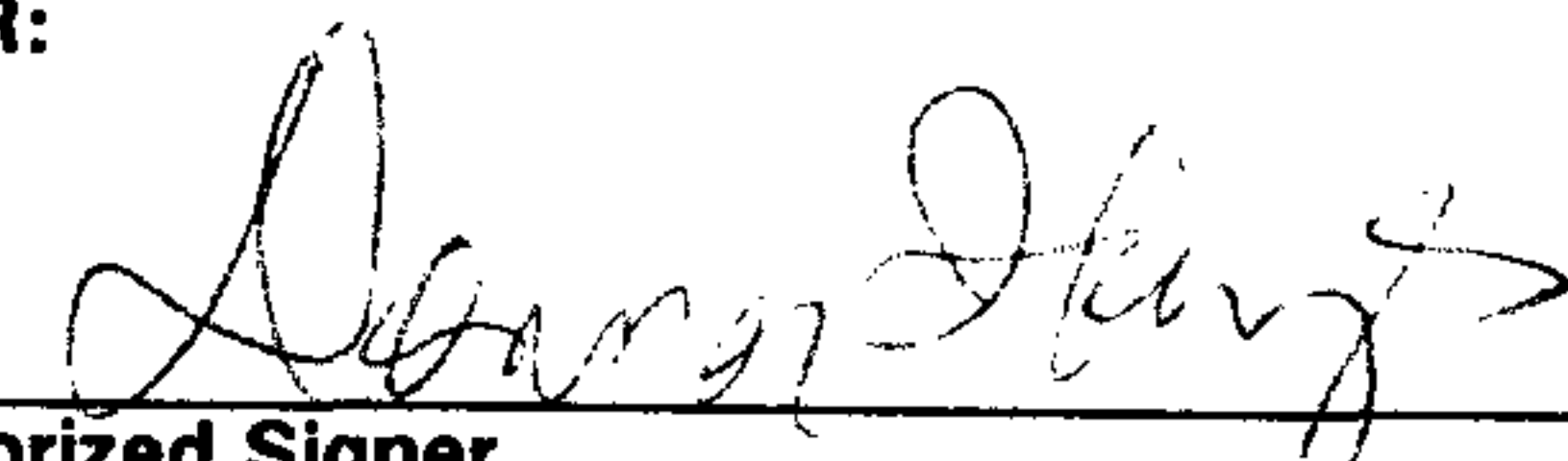
GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED APRIL 6, 2004.

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)
PATRICIA S LOVELAND

LENDER:

X  (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

Name: CARLA HOLMES
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 **PATRICIA S LOVELAND**, unmarried, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said Modification, he or she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 6th day of April, 2004.

My commission expires

~~NOTARY PUBLIC STATE OF ALABAMA AT LARGE~~
~~My Commission Expires 06-11-2006~~
~~PLEASE PRINT NOTARY PUBLIC INFORMATION~~

B. Todd Wynn
Notary Public

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 6th day of April, 2004.

MY COMMISSION EXPIRES
December 11, 2006

My commission expires _____

Leah J. Brown
Notary Public

SCHEDULE "A"

LOT 18, ACCORDING TO THE FINAL PLAT OF THE AMENDED MAP OF THE RESURVEY OF STRATFORD PLACE, PHASE III, RECORDED IN MAP BOOK 14, PAGE 38, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

SUBJECT TO:

10 FOOT EASEMENT ON FRONT EASEMENT ON REAR, AS SHOWN ON RECORDED MAP.

20 FOOT BUILDING LINE AS SHOWN ON RECORDED MAP.

SOURCE OF TITLE: DEED BOOK 1992 PAGE 14048

KNOWN: 135 NORRIDGE PLACE

PARCEL: 117363000028064

20040510000244540 Pg 3/3 54.50
Shelby Cnty Judge of Probate, AL
05/10/2004 11:31:00 FILED/CERTIFIED