

WHEN RECORDED MAIL TO:



BRASHER, JOANN R

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

5299070499782698

20041030910340
34.00

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated April 19, 2004, is made and executed between JOANN R BRASHER, A/K/A SARAH J. BRASHER, whose address is 1516 HIGHWAY 83 , VINCENT, AL 35178 and PAIGE BRASHER, A/K/A R. PAIGE BRASHER*, whose address is 1516 HIGHWAY 83 , VINCENT, AL 35178; single (referred to below as "Grantor") and AmSouth Bank, whose address is 8049 Parkway Drive, Leeds, AL 35094 (referred to below as "Lender"). *A/K/A Paige Brasher

MORTGAGE. Lender and Grantor have entered into a Mortgage dated April 18, 2002 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

DATED 04-18-2002, RECORDED 04-30-2002, SHELBY CO, AL, #20020430000202780, MODIFIED ON 10-02-2002, RECOREDED 10-14-2002, #2002104000501200, AND MODIFIED ON 04-19-2004.

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 1516 HIGHWAY 83 , VINCENT, AL 35178.

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 \$30,000.00 to \$40,000.00.

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 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 APRIL 19, 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 Joann R. Brasher (Seal)
JOANN R BRASHER

X Paige Brasher (Seal)
PAIGE BRASHER

LENDER:

X Amy Roberts (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

Name: LEAH B DAVIS
Address: P.O. BOX 830721
City, State, ZIP: BIRMINGHAM, AL 35283

MODIFICATION OF MORTGAGE
(Continued)

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 **JOANN R BRASHER and PAIGE BRASHER, single**, 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 19 day of April, 20 04.
Rachel Garcia
Notary Public

My commission expires 12-2-05

LENDER ACKNOWLEDGMENT

STATE OF Alabama)
) SS
COUNTY OF 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 19th day of April, 20 04.
Leah J. Brown
Notary Public

MY COMMISSION EXPIRES
December 11, 2006

My commission expires

SCHEDULE "A"

THE FOLLOWING DESCRIBED LAND, SITUATE, LYING AND BEING IN SHELBY COUNTY, STATE OF ALABAMA, TO-WIT:

FROM THE NORTHEAST CORNER OF THE SE ¼ OF THE SE ¼ OF SECTION 17, TOWNSHIP 19 SOUTH, RANGE 2 EAST, SHELBY COUNTY, ALABAMA; PROCEED SOUTH 89 DEGREES 58 MINUTES WEST ALONG THE SOUTH BOUNDARY OF SAID QUARTER-QUARTER SECTION LINE A DISTANCE OF 1027.8 FEET TO A POINT IN THE CENTER OF A COUNTY PAVED ROAD; THENCE PROCEED NORTH 30 DEGREES 51 MINUTES WEST ALONG SAID CENTERLINE FOR A DISTANCE OF 549.50 FEET; THENCE CONTINUE NORTH 30 DEGREES 51 MINUTES WEST FOR A DISTANCE OF 210.0 FEET; THENCE PROCEED NORTH 65 DEGREES 09 MINUTES EAST FOR A DISTANCE OF 40.21 FEET TO A POINT ON THE EASTERLY EIGHT OF WAY LINE OF SAID COUNTY PAVED ROAD, SAID POINT BEING THE POINT OF BEGINNING OF HEREIN DESCRIBED PARCEL OF LAND; THENCE CONTINUE NORTH 65 DEGREES 09 MINUTES EAST FOR A DISTANCE OF 210.0 FEET; THENCE PROCEED SOUTH 30 DEGREES 51 MINUTES EAST AND PARALLEL TO THE CENTERLINE OF SAID COUNTY ROAD FOR A DISTANCE OF 210.0 FEET; THENCE PROCEED SOUTH 65 DEGREES 09 MINUTES WEST AND PARALLEL TO THE NORTH BOUNDARY OF HEREIN DESCRIBED PARCEL OF LAND FOR A DISTANCE OF 210.0 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY BOUNDARY OF SAID COUNTY PAVED ROAD; THENCE PROCEED NORTH 0 DEGREES 51 MINUTES WEST AND PARALLEL TO THE EAST BOUNDARY OF SAID PARCEL OF LAND A DISTANCE OF 210.0 FEET TO THE POINT OF BEGINNING OF HEREIN DESCRIBED PARCEL OF LAND CONTAINING 1.01 ACRE.

THE ABOVE DESCRIBED PARCEL OF LAND IS LOCATED IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 17 , TOWNSHIP 19 SOUTH, RANGE 2 EAST, SHELBY COUNTY, ALABAMA.

SOURCE OF TITLE: INSTRUMENT NO. # 1992 0030015

KNOWN: 1516 HIGHWAY 83

PARCEL: 074170000019001