

WHEN RECORDED MAIL TO:

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

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE

20040691533090
071100046216

THIS MODIFICATION OF MORTGAGE dated April 30, 2004, is made and executed between TED D. ARNAU, whose address is 112 SWAN LAKE CIR, BIRMINGHAM, AL 35242 and ELIZABETH P. ARNAU, whose address is 112 SWAN LAKE CIR, BIRMINGHAM, AL 35242; husband and wife (referred to below as "Grantor") and AmSouth Bank, whose address is 1849 Highway 31 South, Birmingham, AL 35244 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated January 9, 2004 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDING DATE 01-23-2004, SHELBY COUNTY, INST# 20040123000039800; MODIFYING ON 04-30-2004.

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 112 SWAN LAKE CIR, 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 \$59,000 to \$85,000.

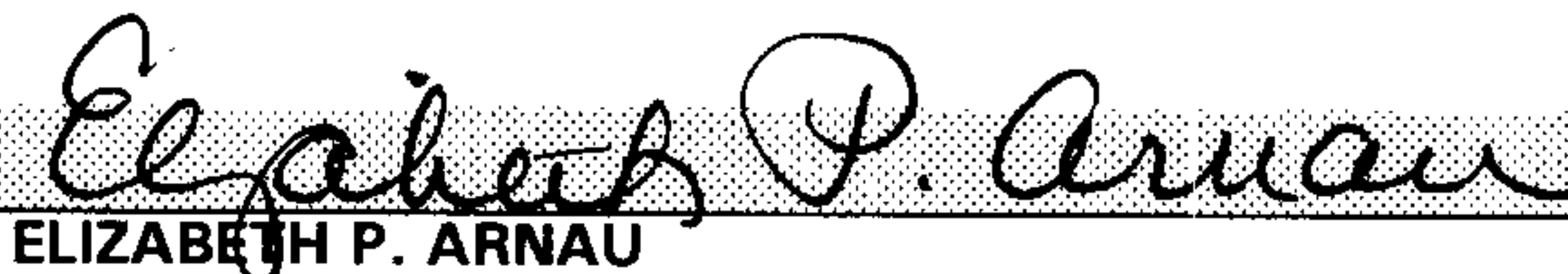
CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right 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 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 30, 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)
TED D. ARNAU

X  (Seal)
ELIZABETH P. ARNAU

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)

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INDIVIDUAL ACKNOWLEDGMENT

STATE OF Alabama

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COUNTY OF Jefferson

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I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **TED D. ARNAU and ELIZABETH P. ARNAU, 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 30 day of April, 2004.

Susan H. Wilkes
Notary Public

My commission expires

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Mar 21, 2005
BONDED THRU NOTARY PUBLIC UNDERWRITERS

LENDER ACKNOWLEDGMENT

STATE OF Alabama

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COUNTY OF Jefferson

) SS

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I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that _____ 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 30 day of April, 2004.

Jim Smer
Notary Public

My commission expires

4/19/06

Lot 159, according to the Survey of Highland Lakes, 1st Sector, an Eddleman Community, as recorded in Map Book 18 page 37 A, B, C, D, E, F & G, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama,

Together with nonexclusive easement to use the private roadways, common areas, all as more particularly described in the Declaration of Easements and Master Protective Covenants for Highland Lakes, a Residential Subdivision, recorded as Inst. #1994-07111 and amended in Inst. No. 1996-17543 in the Probate Office of Shelby County, Alabama, and the Declaration of Covenants, Conditions and Restrictions for Highland Lakes, a Residential Subdivision, 1st Sector, recorded as Inst. #1994-07112 in the Probate Office of Shelby County, Alabama (which, together with all amendments thereto, is hereinafter collectively referred to as, the "Declaration").

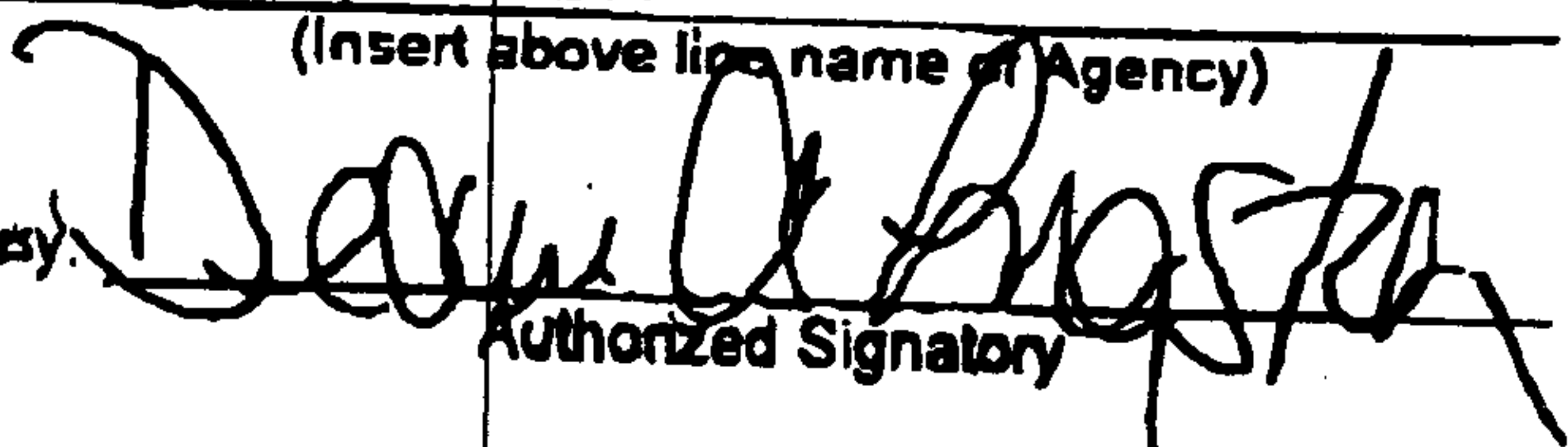
Issue
Date:

December 23, 2003

CAHABA TITLE, INC.

1900 Indian Lake Drive
Birmingham, AL 35244

(Insert above line name of Agency)

By: 
Authorized Signatory