

4/30

WHEN RECORDED MAIL TO:

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

2004062117590

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated April 28, 2004, is made and executed between JOSEPH T. MCSORLEY, whose address is 1320 HIGHWAY 107, MONTEVALLO, AL 35115 and ELIZABETH A. MCSORLEY, whose address is 1320 HIGHWAY 107, MONTEVALLO, AL 35115; husband and wife (referred to below as "Grantor") and AmSouth Bank, whose address is 520 Montgomery Highway, Vestavia Hills, AL 35216 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated May 16, 2000 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED ON 5-26-00 IN SHELBY COUNTY, ALABAMA INSTRUMENT NUMBER 2000-17290 AND MODIFIED ON 5-17-02 AND RECORDED ON 5-30-02 INSTRUMENT NUMBER 20020530000254680 AND MODIFIED ON 4-28-04.

REAL PROPERTY DESCRIPTION. The Mortgage covers the following described real property located in SHELBY County, State of Alabama:

PARCEL C, ACCORDING TO THE SURVEY OF BAKER PROPERTIES, LTD. LAND DIVISION #2, AS RECORDED IN MAP BOOK 12, PAGE 14, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA

The Real Property or its address is commonly known as 1320 HIGHWAY 107, MONTEVALLO, AL 35115.

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 \$490,500.00 to \$712,000.00.

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 28, 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:

LENDE

Authorized Signer

This Modification of Mortgage prepared by:

Name: ADRIENNE REYES Address: P.O. BOX 830721

City, State, ZIP: BIRMINGHAM, AL 35283

STATE OF ALBAMA) SS	INDIV	IDUAL ACKNO	NLEDGMENT
I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that JOSEPH T. MCSORLEY and ELIZABETH A. MCSORLEY, 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 voluntably of the day the same bears date. Given under my hand and official seal this LENDER ACKNOWLEDGMENT STATE OF ALABAMA AT LABOR MODIFIED THEIR NOTARY PITEL NOTARY PIT	A		
I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that JOSEPH T. MCSORLEY and ELIZABETH A. MCSORLEY, husband and wife, whose names are signed to the foregoing instrument, and was 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. 8 day of APRIL 20 04 WY commission expires APRIL 20 04	STATE OF HLABAMA)	
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MCSORLEY, 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	COUNTY OF)	
MCSORLEY, 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 8 day of APRIL Activity Public LENDER ACKNOWLEDGMENT STATE OF ALABAMA AT LABCE BOWNED THERY INDIANY FIRST: NOW 13, 2004 LENDER ACKNOWLEDGMENT 1 SS COUNTY OF GL VALAGAMA AT LABCE 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 day of Modification EXPIRES December 11, 2006 Notary Public			As beach, society that IOSEDH T MCCODIEV and EUZARETH A
Given under my hand and official seal this 28 day of APRIL 2004. My commission expires Not 12 day of ALABAMA AT LABOR ROTHER THRU NOTARY PIMER: Not 13, 2006 LENDER ACKNOWLEDGMENT SS	MCSORLEY, husband and wife, whose names are sign	ned to the foregoing ins	trument, and whe are known to me, acknowledged before me on
My commission expires Motor Public			
My commission expires Notary Public State OF ALABAMA AT LABOR My COMMISSION EXPIRES: Nov 13, 2000			4 4
LENDER ACKNOWLEDGMENT STATE OF Alabame) SS COUNTY OF Gt Vary 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 day of MY COMMISSION EXPIRES December 11, 2006			Motary Public
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LENDER ACKNOWLEDGMENT STATE OF Alabama SS	BONDED THRU MOTARY PURCH	NOV 13, 2004	
STATE OF Alabame SS			
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Given under my hand and official seal this day of MY COMMISSION EXPIRES December 11, 2006 December 11, 2006		a corporation, is s	igned to the foregoing Modification and who is known to me,
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