

6/3

WHEN RECORDED MAIL TO:



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

20041311410440
076499320635

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

188.60

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated May 27, 2004, is made and executed between JOANNE FOGLE a/k/a JOANNE K FOGLE, whose address is 1857 MASSEY ROAD, ALABASTER, AL 35007; unmarried (referred to below as "Grantor") and AmSouth Bank, whose address is 1235 First Street North, Alabaster, AL 35007 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated March 10, 2000 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED AUGUST 24 2000, SHELBY COUNTY, ALABAMA, INST #2000-29105
AMENDMENT RECORDED OCTOBER 14 2003, SHELBY COUNTY, ALABAMA, INSTR #20031014000686270
MODIFIED 5-27-04.

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 1857 MASSEY ROAD, ALABASTER, AL 35007.

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 \$154,400.00.

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 MAY 27, 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 Joanne Fogle (Seal)
JOANNE FOGLE

LENDER:

x Wayne Long (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

Name: SUZANNE COKER
Address: P.O. BOX 830721
City, State, ZIP: BIRMINGHAM, AL 35283

MODIFICATION OF MORTGAGE
(Continued)

Page 2

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Alabama

)

COUNTY OF Shelby

) SS

)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **JOANNE FOGLE, 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 27 day of May, 2004.

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Oct 21, 2007
BONDED THRU NOTARY PUBLIC UNDERWRITERS

Kimberly Dean Payne
Notary Public

My commission expires _____

LENDER ACKNOWLEDGMENT

STATE OF Alabama

)

COUNTY OF Shelby

) SS

)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that FAYE Gouge /
AM SOUTH BANK 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 27 day of May, 2004.

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Oct 21, 2007
BONDED THRU NOTARY PUBLIC UNDERWRITERS

Kimberly Dean Payne
Notary Public

My commission expires _____

SCHEDULE "A"

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

A PARCEL OF LAND SITUATED IN THE SOUTH ½ OF THE SOUTHEAST ¼ OF SECTION 5, TOWNSHIP 21 SOUTH, RANGE 2 WEST, HUNTSVILLE MERIDIAN, SHELBY COUNTY, ALABAMA, AND LYING SOUTH OF AN UNPAVED PUBLIC ROADWAY AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF SAID SOUTHEAST ¼; THENCE IN A NORTHERLY DIRECTION ALONG AND WITH THE WEST LINE OF SAID SOUTHEAST ¼, 299.70 FEET TO THE SOUTHERLY PRESCRIPTIVE RIGHT OF WAY MARGIN OF AN UNPAVED PUBLIC ROADWAY; THENCE IN A GENERALLY EAST DIRECTION ALONG AND WITH SAID SOUTHERLY RIGHT OF WAY MARGIN THE FOLLOWING TEN COURSES; THENCE WITH A DEFLECTION OF 53°10'27" RIGHT, 123.93 FEET; THENCE WITH A DEFLECTION OF 19°06'34", RIGHT 69.06 FEET; THENCE WITH A DEFLECTION OF 26°39'51", RIGHT 47.76 FEET; THENCE WITH A DEFLECTION OF 9°41'39" RIGHT, 101.64 FEET; THENCE WITH A DEFLECTION OF 18°43'56" LEFT, 153.58 FEET; THENCE WITH A DEFLECTION OF 14°40'31" RIGHT, 123.18 FEET; THENCE WITH A DEFLECTION OF 9°06'45" RIGHT, 366.41 FEET; THENCE WITH A DEFLECTION OF 6°39'34" RIGHT, 189.86 FEET; THENCE WITH A DEFLECTION OF 14°51'33" LEFT, 320.76 FEET; THENCE WITH A DEFLECTION OF 7°21'07" RIGHT 185.89 FEET TO THE SOUTH LINE OF THE SOUTHEAST ¼ OF SECTION 5; THENCE WITH A DEFLECTION OF 159°58'02" RIGHT 1562.91 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST ¼ OF SECTION 5, AND THE POINT OF BEGINNING AND FOR AN INTERIOR CLOSING ANGLE OF 92°49'01"; BEING SITUATED IN SHELBY COUNTY, ALABAMA.

LESS AND EXCEPT: A PARCEL OF LAND SITUATED IN THE SOUTH ONE-HALF OF THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 21 SOUTH, RANGE 2 WEST, HUNTSVILLE MERIDIAN, SHELBY COUNTY, ALABAMA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 5; THENCE S 89°27'50"E, ALONG AND WITH THE SOUTH LINE OF SAID SOUTHEAST QUARTER, 1417.77 FEET TO AN IRON PIN AND THE POINT OF BEGINNING; THENCE N 25°21'27"E, LEAVING SAID SOUTH LINE, 49.89 FEET, MORE OR LESS, TO THE SOUTHERLY PRESCRIPTIVE RIGHT OF WAY MARGIN OF MASSEY ROAD; THENCE IN A SOUTHEASTERLY DIRECTION, ALONG AND WITH SAID SOUTHERLY PRESCRIPTIVE RIGHT OF WAY MARGIN, TO AN IRON PIN ON THE SOUTH LINE OF SAID SOUTHEAST QUARTER, FOR THE PURPOSE OF THIS DESCRIPTION ALONG THE FOLLOWING COURSE DISTANCE; S69°25'52" E 132.17 FEET; THENCE N89°27'50" W, LEAVING SAID SOUTHERLY PRESCRIPTIVE RIGHT OF WAY MARGIN AND ALONG AND WITH SAID SOUTH LINE, 145.14 FEET TO THE POINT OF BEGINNING.

ALSO LESS AND EXCEPT: A PARCEL OF LAND SITUATED IN THE SOUTH ONE-HALF OF THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 21 SOUTH, RANGE 2 WEST, HUNTSVILLE MERIDIAN, SHELBY COUNTY, ALABAMA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 5; THENCE S 89°27'50"E, ALONG AND WITH THE SOUTH LINE OF SAID SOUTHEAST QUARTER, 656.44 FEET TO AN IRON PIN AND THE POINT OF BEGINNING; THENCE N 0°32'10"E, LEAVING SAID SOUTH LINE, 317.37 FEET, MORE OR LESS, TO THE SOUTHERLY PRESCRIPTIVE RIGHT OF WAY MARGIN OF MASSEY ROAD; THENCE IN A SOUTHEASTERLY DIRECTION, ALONG AND WITH SAID SOUTHERLY PRESCRIPTIVE RIGHT OF WAY MARGIN, TO AN IRON PIN, FOR THE PURPOSE OF THIS DESCRIPTION ALONG THE FOLLOWING FOUR COURSES AND DISTANCES: S68°38'00 E 267.92 FEET; S 61°55'26" E 189.86 FEET; S76°46'59" E 320.76 FEET; S 69°25'32" E 53.72 FEET; THENCE S 25°21'27" W, LEAVING SAID SOUTHERLY PRESCRIPTIVE RIGHT OF WAY MARGIN, 49.89 FEET TO A POINT ON THE SOUTH LINE OF SAID SOUTHEAST QUARTER; THENCE N 89°27'50"W, ALONG AND WITH SAID SOUTH LINE, 761.13 FEET TO THE POINT OF BEGINNING.

KNOWN: 1857 MASSEY ROAD

PARCEL: 223054001001008