

7/27

WHEN RECORDED MAIL TO:



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

BRUMFIELD, LORI AKA

20042021213310
070499583161

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

32.50

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated July 24, 2004, is made and executed between LORI BRUMFIELD, A/K/A LORI RENE' BRUMFIELD, whose address is 8238 HWY 13, HELENA, AL 35080 and JEFFREY W. BRUMFIELD, A/K/A JEFFREY WAYNE BRUMFIELD, whose address is 8238 HWY 13, HELENA, AL 35080; wife and husband (referred to below as "Grantor") and AmSouth Bank, whose address is 4915 Highway 17, Helena, AL 35080 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated June 14, 2001 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

DATED 06-14-2001, RECORDED 06-28-2001 IN SHELBY CO, AL IN INST# 2001-26662 AND MODIFIED 07-24-2004.

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

See SCHEDULE "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 8238 HWY 13, HELENA, AL 35080.

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 \$28,000 to \$37,000.

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 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 JULY 24, 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 Lori Brumfield (Seal)
LORI BRUMFIELD

x Jeffrey W. Brumfield (Seal)
JEFFREY W. BRUMFIELD

LENDER:

x [Signature] (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

Name: CHERYL CORNELIUS
Address: P.O. BOX 830721
City, State, ZIP: BIRMINGHAM, AL 35283

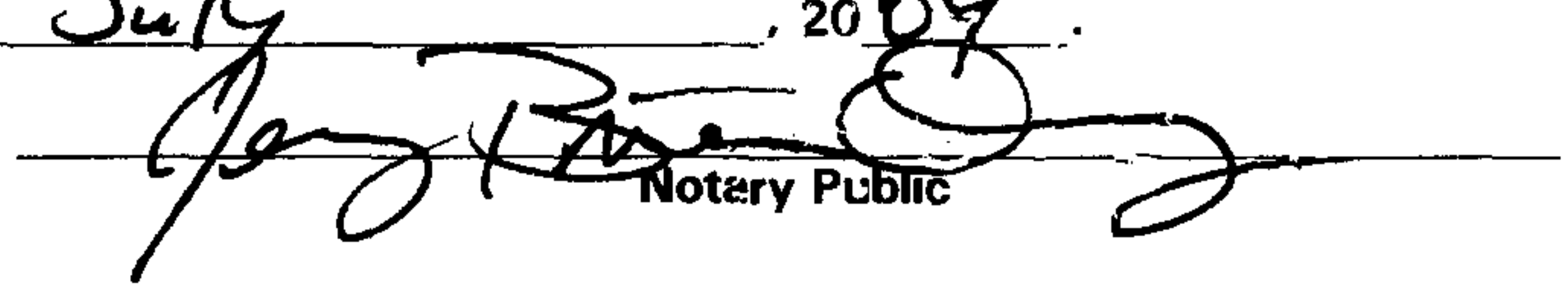
MODIFICATION OF MORTGAGE
(Continued)

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 **LORI BRUMFIELD and JEFFREY W. BRUMFIELD, wife and husband**, 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 24th day of July, 2004.


Notary Public

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Mar 3, 2008
BONDED THRU NOTARY PUBLIC UNDERWRITERS

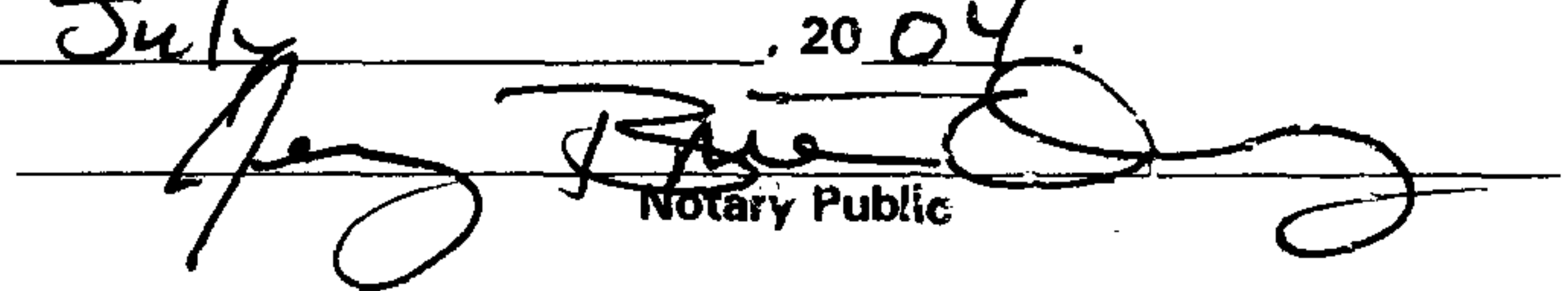
My commission expires

LENDER 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 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 24 day of July, 2004.


Notary Public

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Mar 3, 2008
BONDED THRU NOTARY PUBLIC UNDERWRITERS

My commission expires

SCHEDULE "A"

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

COMMENCE AT THE S. E. CORNER OF THE S. E. ¼ OF THE S. W. ¼ SEC. 24, T. S. 20S, R4W, SHELBY CO., ALABAMA AND RUN N 89 DEGREES 57 MINUTES 33 SECONDS W A DISTANCE OF 417.42 FEET TO A POINT, THENCE N 02 DEGREES 10 MINUTES 27 SECONDS E A DISTANCE OF 320.00 FEET TO THE POINT OF BEGINNING, THENCE N 26 DEGREES 30 MINUTES 32 SECONDS W A DISTANCE OF 245.19 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF COUNTY ROAD NO. 13, THENCE N 49 DEGREES 54 MINUTES 26 SECONDS E ALONG SAID RIGHT OF WAY OF SAID ROAD A DISTANCE OF 194.07 FEET TO A POINT, THENCE N 89 DEGREES 58 MINUTES 00 SECONDS E A DISTANCE OF 138.47 FEET TO A POINT, THENCE S 02 DEGREES 10 MINUTES 22 SECONDS W A DISTANCE OF 344.87 FEET TO A POINT, THENCE N 89 DEGREES 57 MINUTES 08 SECONDS W A DISTANCE OF 164.42 FEET TO THE POINT OF BEGINNING, CONTAINING 1.73 ACRES, SUBJECT TO ANY AND ALL EASEMENTS, RIGHTS OF WAY, RESTRICTIONS OR AGREEMENTS OF RECORD OR APPLICABLE LAW.

KNOWN: 8238 HIGHWAY 13

PARCEL: 0039654126240000011004