

WHEN RECORDED MAIL TO:



TURNER JR, ROBERT P

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

20042941626200

070499821496

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

45.50

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated October 29, 2004, is made and executed between*ROBERT P. TURNER, JR., whose address is 339 OAKMONT DR, 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 May 6, 2002 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED ON 05-17-2002 IN SHELBY COUNTY, AL, INSTR #20020517000235440 AND MODIFIED ON 09-18-2003 IN SHELBY COUNTY, AL, INSTR # 20031008000678540 AND MODIFIED ON 10-29-2004.

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 339 OAKMONT DR, 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 \$19,000 to \$38,000.

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 OCTOBER 29, 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:

* INDIVIDUALLY AND AS TRUSTEE OF THE
GLADYS B. TURNER REVOCABLE MANAGEMENT
TRUST

X Robert P. Turner (Seal)
ROBERT P. TURNER, JR.

LENDER:

AMSOUTH BANK

X Donna Slays (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

Name: CASSIE ODEN
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 **ROBERT P. TURNER, JR., 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 29 day of Oct, 2004.
Glenn Gayle Gorge
Notary Public

My commission expires 5.7.06

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 AMSouth 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 29 day of Oct, 2004.
Glenn Gayle Gorge
Notary Public

My commission expires 5.7.06

SCHEDULE "A"

ALL THAT PART OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 5, TOWNSHIP 21 SOUTH, RANGE 2 WEST LYING WESTERLY OF LINE A, AND SOUTHERLY OF LINE B, AS DESCRIBED BELOW: FOR LINE A, BEGIN AT THE NORTHEAST CORNER OF NORTHWEST QUARTER OF THE NORTHWEST QUARTER AND RUN SOUTHERLY ALONG THE EAST LINE OF SAID QUARTER-QUARTER SECTION A DISTANCE OF 349.6 FEET TO A POINT; THENCE TURN AN ANGLE OF 21°11' TO THE RIGHT AND RUN SOUTHWESTERLY A DISTANCE OF 277.52 FEET TO A POINT; THENCE TURN AN ANGLE OF 00°47' TO THE RIGHT AND RUN SOUTHWESTERLY A DISTANCE OF 283.03 FEET TO A POINT IN THE CENTER OF A BRANCH; THENCE RUN IN A SOUTHERLY DIRECTION ALONG THE CENTER LINE OF SAID BRANCH TO A POINT ON THE SOUTH BOUNDARY OF SAID QUARTER-QUARTER SECTION, SAID POINT BEING 282.42 FEET WEST OF THE SOUTHEAST CORNER OF SAID QUARTER-QUARTER SECTION, COMPLETING THE DESCRIPTION OF LINE A; FOR LINE B, BEGIN AT A POINT ON THE WEST LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER, SAID POINT LYING 350.00 FEET NORTH OF THE SOUTHWEST CORNER OF SAID QUARTER-QUARTER SECTION, AND RUN DUE EAST TO A POINT INTERSECTING THE AFOREMENTIONED LINE A, A DISTANCE OF 1100 FEET, MORE OR LESS, COMPLETING THE DESCRIPTION OF LINE B, CONTAINING 8.6 ACRES, MORE OR LESS.

KNOWN: 339 OAKMONT DR., ALABASTER, AL

PARCEL: 223050000002001