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No charge in mat date*

RECORDATION REQUESTED BY:

Compass Bank
Alabama Processing Center
701 South 32nd Street
Birmingham, AL 35233


20041214000682180 Pg 1/3 18.00
Shelby Cnty Judge of Probate, AL
12/14/2004 09:58:00 FILED/CERTIFIED

WHEN RECORDED MAIL TO:

Compass Bank
Alabama Processing Center
701 South 32nd Street
Birmingham, AL 35233

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE



07700004355760000620163TSYS0740

THIS MODIFICATION OF MORTGAGE dated November 30, 2004, is made and executed between A. H. AVERYT, whose address is 100 AUTUMN CREST DR, COLUMBIANA, AL 35057 and SHARON W AVERYT, whose address is 100 AUTUMN CREST DR, COLUMBIANA, AL 35057; as husband and wife (referred to below as "Grantor") and Compass Bank, whose address is 701 South 32nd Street, Birmingham, AL 35233 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated May 21, 2004 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

FILED WITH THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA IN MORTGAGE INSTRUMENT NUMBER 20040614000319690 ON DECEMBER 11, 2003.

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 100 AUTUMN CREST DR, COLUMBIANA, AL 35051.

MODIFICATION. Lender and Grantor hereby modify the Mortgage as follows:

THE \$600,000.00 PRINCIPAL AMOUNT OF THE LINE OF CREDIT SECURED BY THE ORIGINAL MORTGAGE IS CHANGE TO \$100,000.00 AND THIS CHANGE IN THE PRINCIPAL AMOUNT IS EVIDENCED BY A CREDIT AGREEMENT EXECUTED BY SOME OR ALL OF THE GRANTORS AND DATED THE SAME DATE AS THIS MODIFICATION. TOTAL INDEBTEDNESS IS \$100,000.00.

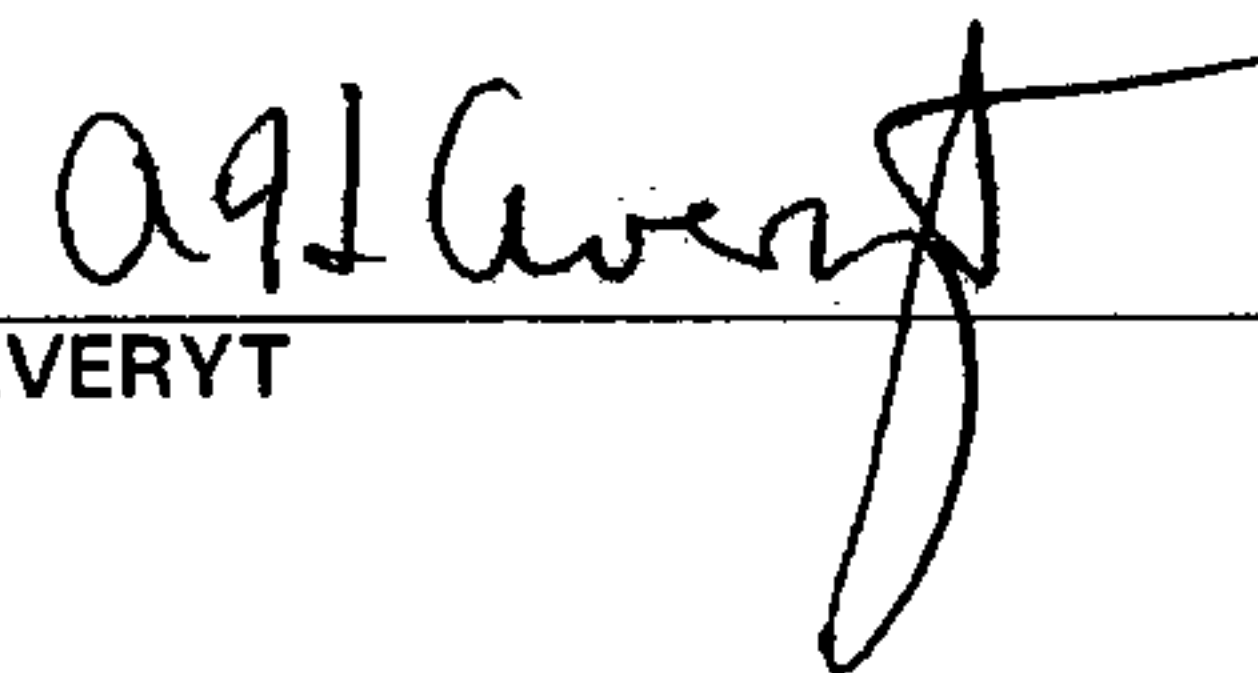
CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right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

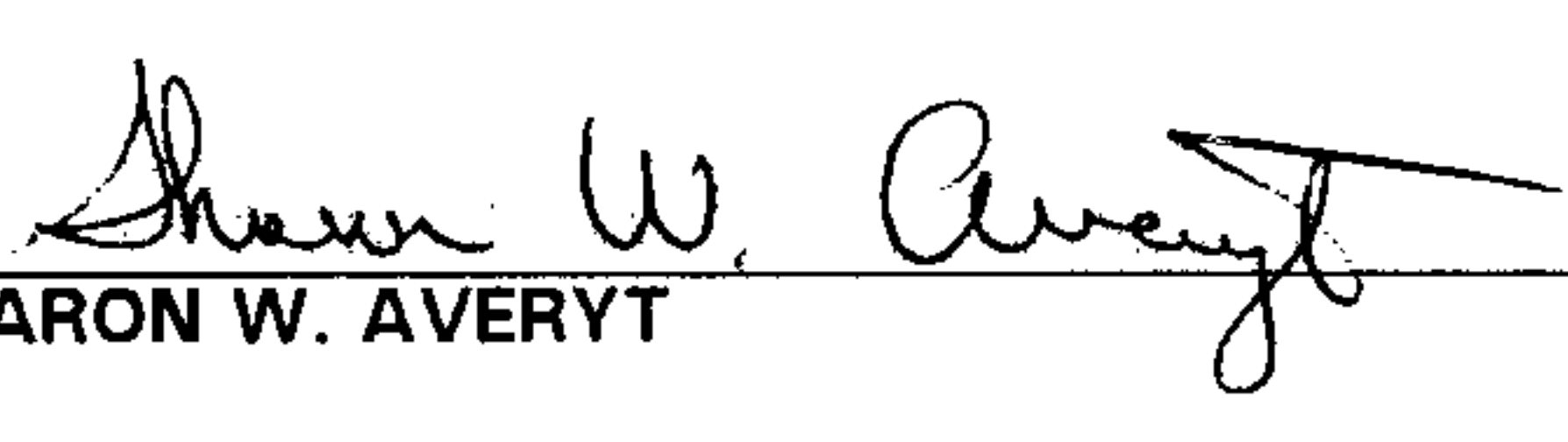
JURISDICTION. Except as otherwise provided, any legal action or proceeding arising out of or relating to the loan or other extension of credit secured by this instrument, or to enforce and defend any rights, remedies, or provisions contained in this instrument, (a "Proceeding") shall be instituted in the federal court for or the state court sitting in the county where Lender's office that made this loan is located. With respect to any Proceeding, brought by or against Lender, each of the other parties hereto, to the fullest extent permitted by law: (i) waives any objections that each such party may now or hereafter have based on venue and/or forum non conveniens of any Proceeding in such court; and (ii) irrevocably submits to the jurisdiction of any such court in any Proceeding. Notwithstanding anything to the contrary herein, Lender may commence legal proceedings or otherwise proceed against any other party in any other jurisdiction if determined by Lender to be necessary in order to fully enforce or exercise any right or remedy of Lender relating to this loan including without limitation realization upon collateral that secures this loan.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED NOVEMBER 30, 2004.

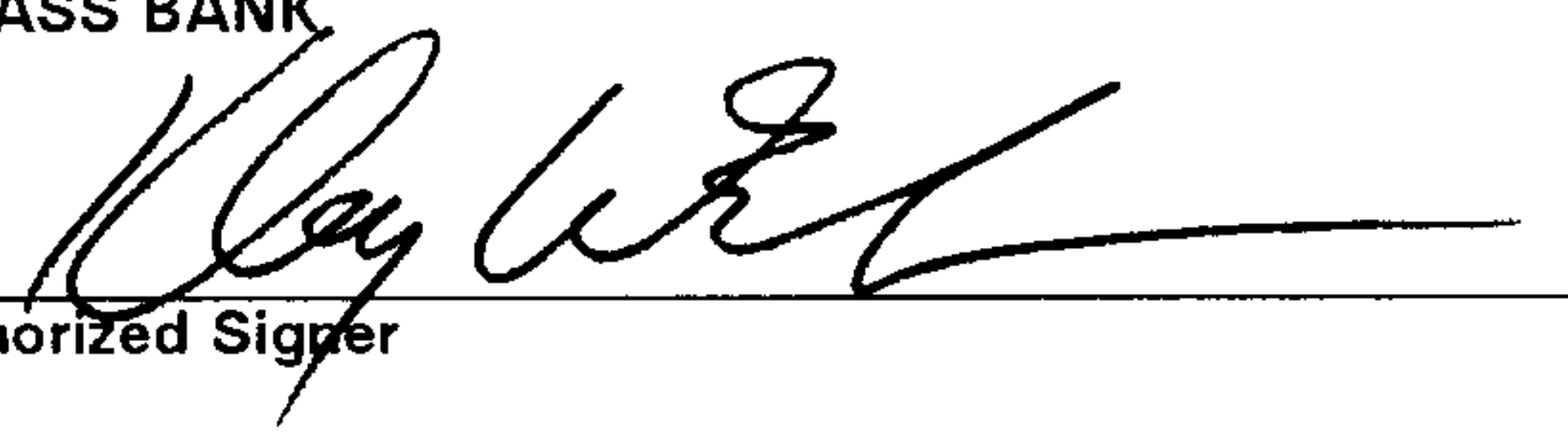
THIS MODIFICATION IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS MODIFICATION IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.

GRANTOR:

X  (Seal)
A. H. AVERYT

X  (Seal)
SHARON W. AVERYT

LENDER:

COMPASS BANK
X  (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

Name: PORSHA GREGORY, ALABAMA LOAN HUB
Address: 701 South 32nd Street
City, State, ZIP: Birmingham, AL 35233

MODIFICATION OF MORTGAGE
(Continued)

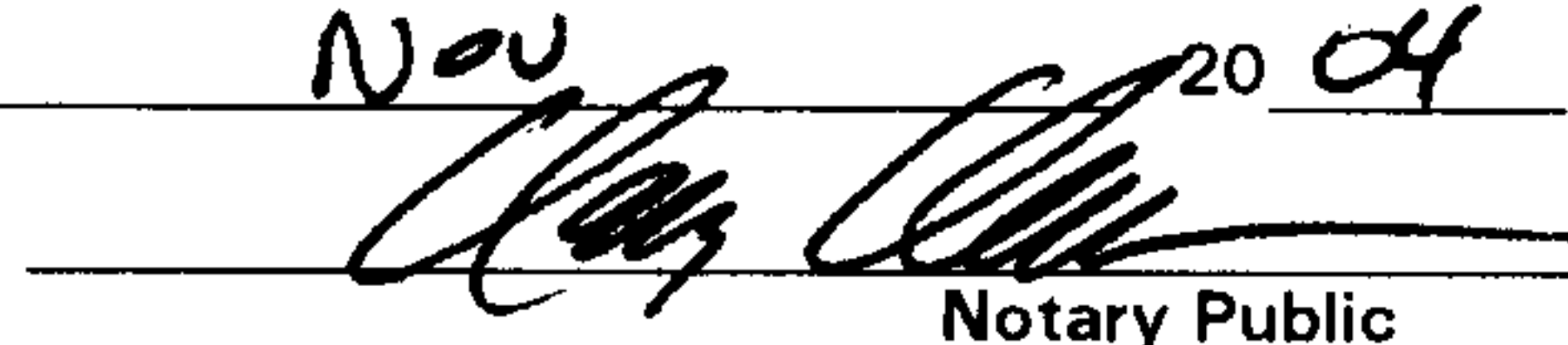
Loan No: 4355760000620163

INDIVIDUAL ACKNOWLEDGMENT

STATE OF AL)
) SS
COUNTY OF Jefferson)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that A. H. AVERYT and SHARON W. AVERYT, as 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 30th day of Nov, 2004.



Notary Public

MY COMMISSION EXPIRES MAY 22, 2008

My commission expires _____

LENDER ACKNOWLEDGMENT

STATE OF _____)
) SS
COUNTY OF _____)

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 _____, 20____.

Notary Public

My commission expires _____

EXHIBIT "A"

Commence at the Southeast corner of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 10, Township 20 South, Range 1 West, Shelby County, Alabama; thence proceed North $88^{\circ}43'04''$ East along the South boundary of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 11 and along the North boundary of Tara Drive for a distance of 46.01 feet to its point of intersection with the Westerly right of way of Highway 47; thence proceed North $13^{\circ}37'59''$ West along the Westerly right of way of said Highway for a distance of 80.73 feet; thence proceed North $07^{\circ}25'53''$ West along the Westerly right of way of said Highway for a distance of 154.80 feet; thence proceed North $00^{\circ}43'26''$ East along the Westerly right of way of said Highway for a distance of 186.49 feet; thence proceed North $06^{\circ}01'38''$ East along the Westerly right of way of said Highway for a distance of 92.01 feet to its point of intersection with the centerline of a 60 foot ingress and egress easement, said point being the point of beginning; from this beginning point, thence proceed South $87^{\circ}10'51''$ West along the centerline of said easement a distance of 169.64 feet; thence proceed South $72^{\circ}03'42''$ West along the centerline of said easement a distance of 144.0 feet; thence proceed South $86^{\circ}38'14''$ West along the centerline of said easement for a distance of 260.71 feet; thence proceed North $63^{\circ}19'14''$ West along the centerline of said easement for a distance of 259.85 feet; thence proceed North $78^{\circ}15'27''$ West along the centerline of said easement for a distance of 215.95 feet; thence proceed North $02^{\circ}43'55''$ West for a distance of 404.68 feet; thence proceed North $88^{\circ}23'55''$ East for a distance of 1091.11 feet to a point on the Westerly right of way of said Highway 47; thence proceed South $06^{\circ}40'22''$ West along the Westerly right of way of said highway for a distance of 565.56 feet to the point of beginning.

The above described land is located in the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 10 and the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 11, Township 20 South, Range 1 West, Shelby County, Alabama.

ALSO granted a 60 foot ingress/egress easement, being 30 feet in equal width on each side of the following described line:

Commence at the Southeast corner of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 10, Township 20 South, Range 1 West, Shelby County, Alabama, said point being located on the Northerly boundary of Tara Drive; thence proceed South $88^{\circ}43'04''$ East along the South boundary of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 11 and along the Northerly boundary of said Tara Drive for a distance of 46.01 feet to a point on the Westerly right of way of Shelby County Highway No. 47; thence proceed North $13^{\circ}37'59''$ West along the Westerly right of way of said road a distance of 80.73 feet; thence proceed North $07^{\circ}25'53''$ West along the Westerly right of way of said road for a distance of 154.80 feet; thence proceed North $00^{\circ}43'26''$ East along the Westerly right of way of said road for a distance of 186.49 feet; thence proceed North $06^{\circ}01'38''$ East along the Westerly right of way of said road for a distance of 92.01 feet to the centerline of said 60 foot easement, said point being the point of beginning; from this beginning point thence proceed South $87^{\circ}10'51''$ West along the centerline of said easement for a distance of 169.64 feet; thence proceed South $72^{\circ}03'42''$ West along the centerline of said road for a distance of 144.00 feet; thence proceed South $86^{\circ}38'14''$ West along the centerline of said easement for a distance of 260.71 feet; thence proceed North $63^{\circ}19'14''$ West along the centerline of said easement for a distance of 259.85 feet; thence proceed North $78^{\circ}15'27''$ West along the centerline of said easement for a distance of 215.95 feet; thence proceed North $78^{\circ}15'27''$ West along the centerline of said easement for a distance of 319.16 feet to a point on the West boundary of said NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said Section 10, Township 20 South, Range 1 West, Shelby County, Alabama.

LESS AND EXCEPT any part of subject property lying within a public road right of way.