

WHEN RECORDED MAIL TO:



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

20050941401550

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MUDIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated April 11, 2005, is made and executed between BOBBY L. HADAWAY, whose address is 1414 HIGHWAY 331, COLUMBIANA, AL 35051 and MABEL E. HADAWAY, A/K/A MABEL HADAWAY; whose address is 1414 HIGHWAY 331, COLUMBIANA, AL 35051; husband and wife (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 February 27, 2002 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED 03/11/2002 INST # 2002-11518 AND MODIFIED JANUARY 5, 2004 RECORDED 01/20/2004 20040120000034770 PG 1/3 AND MODIFIED 4-11-2005 IN SHELBY COUNTY, ALABAMA.

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 1414 HIGHWAY 331, COLUMBIANA, AL 35051.

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 \$60,000 to \$70,000.

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 APRIL 11, 2005.

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:

LENDER:

Authorized Signer

AMSOUTH BANK

Jue Dug

This Modification of Mortgage prepared by:

Name: ANGELA KNIGHT Address: P.O. BOX 830721

(Seal)

City, State, ZIP: BIRMINGHAM, AL 35283

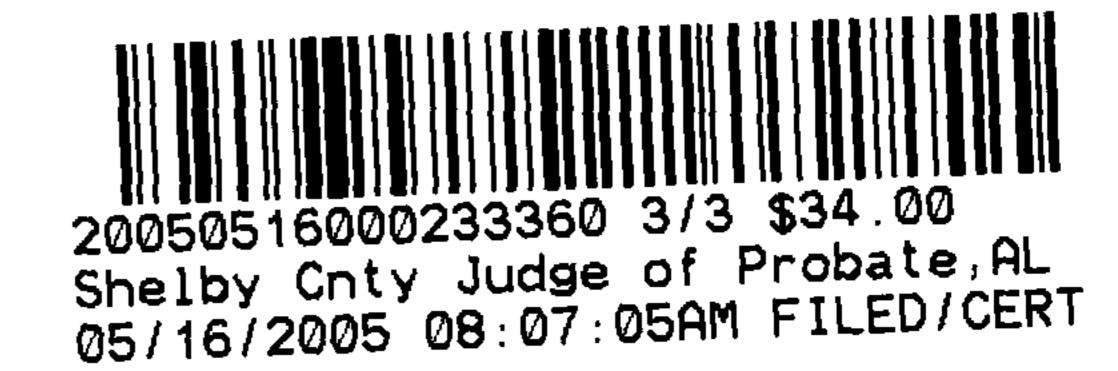
MODIFICATION OF MORTGAGE (Continued)

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IN	DIVIDUAL ACKNOWLEDGMENT	20050516000233360 2/3 \$34.00
STATE OF ALABAMA		Shelby Cnty Judge of Probate, AL 05/16/2005 08:07:05AM FILED/CERT
) SS	
COUNTY OF Shelby	<u> </u>	
I, the undersigned authority, a Notary Public in HADAWAY, husband and wife, whose names are this day that, being informed of the contents of sa Given under my hand and official seal this	e signed to the foregoing instrument, and who ar	e known to me, acknowledged before me on
	Winn.	
		Notary Public
My commission expires $2-15-09$	Tamm en	Ti (+ii)
	LENDER ACKNOWLEDGMENT	
STATE OF ALABAMA		
SIAIE OF THUMMIT		
COUNTY OF Shelby) SS	
COUNTY OF		
I, the undersigned authority, a Notary Public in an	d for said county in said state, hereby certify that	Ausouth
acknowledged before me on this day that, being full authority, executed the same voluntarily for an	informed of the contents of said Modification of N	ng iviodification and who is known to me,
Given under my hand and official seal this	day of AQR,	20125
		Motary Public Coll
7_i/		
My commission expires		era Hil)

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SCHEDULE "A"

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

COMMENCE AT THE NE CORNER OF SECTION 11, TOWNSHIP 21 SOUTH, RANGE 2 WEST AND RUN WESTERLY ALONG THE NORTH BOUNDARY LINE OF SAID SECTION 11, A DISTANCE OF 966.09 FEET TO A POINT; THENCE TURN AN ANGLE OF 93° 11' 05" TO THE LEFT AND RUN SOUTHERLY A DISTANCE OF 661.84 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTHERLY ALONG THE SAME LINE OF DIRECTION A DISTANCE OF 661.85 FEET TO A POINT ON THE SOUTH BOUNDARY LINE OF THE NE 1/4 OF NE 1/4 OF SAID SECTION 11; THENCE TURN AN ANGLE OF 87° 16' 50" TO THE LEFT AND RUN EASTERLY ALONG SAID SOUTH BOUNDARY LINE A DISTANCE OF 379.08 FEET TO A POINT; THENCE TURN AN ANGLE OF 92° 43' 43" TO THE LEFT AND RUN NORTHERLY A DISTANCE OF 660.31 FEET TO A POINT; THENCE TURN AN ANGLE OF 87° 02' 20" TO THE LEFT AND RUN WESTERLY A DISTANCE OF 379.05 FEET TO THE POINT OF BEGINNING. SAID PARCEL OF LAND IS A PART OF THE NE ¼ OF THE NE ¼ SECTION 11, TOWNSHIP 21 SOUTH, RANGE 2 WEST AND CONTAINS 5.75 ACRES ACCORDING TO THE SURVEY OF LEWIS H. KING, JR. DATED DECEMBER 21, 1988.

KNOWN: 1414 HIGHWAY 331