WHEN RECORDED MAIL TO:



Record and Return To: Integrated Loan Services 600-A N John Rodes Blud. Melbourne. Fl 32934

2005/05/000080

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

92.50

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated April 22, 2005, is made and executed between DAVID B BARNHILL, whose address is 1000 ASHFORD LANE, BIRMINGHAM, AL 35242 and JULIANNE P BARNHILL, whose address is 1000 ASHFORD LANE, BIRMINGHAM, AL 35242; husband and wife (referred to below as "Grantor") and AmSouth Bank, whose address is 200 Corporate Ridge North, Birmingham, AL 35242 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated June 25, 2004 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED 07/19/04 IN THE PROBATE OFFICE OF SHELBY COUNTY BOOK 20040719000399290 MODIFIED 4/22/05.

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 1000 ASHFORD LANE, BIRMINGHAM, AL 35242.

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 \$50,000.00to \$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. If any person who signed the original Mortgage does not sign this Modification, then all presons 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 22, 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:

(Seal)

VID B BARNHILL

JULIANNE P BARNHILI

LENDER:

AMSQUTH BANK

Authorized Signer

This Modification of Mortgage prepared by:

Name: STOVES

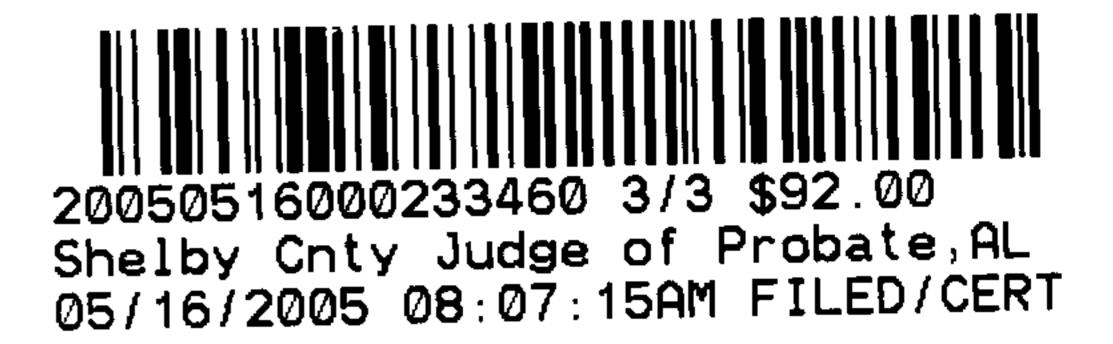
Address: P.O. BOX 830721

(Seal)

City, State, ZIP: BIRMINGHAM, AL 35283

INDIVIDUAL ACKNOWLEDGMENT STATE OF Glabana 20050516000233460 2/3 \$92.00 Shelby Cnty Judge of Probate, AL 05/16/2005 08:07:15AM FILED/CERT) SS COUNTY OF Shelber I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that DAVID B BARNHILL and JULIANNE P BARNHILL, 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. day of Apri Given under my hand and official seal this 22 NOTARY PUBLIC Share (i) Buttomer of and the Notary Public 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 S and Ca 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 **Notary Public** NOBARY PUBLIC STATE OF ALABORED A LORDON My commission expires _____ A MOLVEA MINTH, FRANCOMANON

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SCHEDULE "A"

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

LOT 1105, ACCORDING TO THE SURVEY OF BROOK HIGHLAND 11TH SECTOR, PHASE I, AN EDDLEMAN COMMUNITY, AS RECORDED IN MAP BOOK 19, PAGE 68 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

SUBJECT TO:

35 FOOT BUILDING SETBACK LINE AS SHOWN BY RECORDED PLAT.

KNOWN: 1000 ASHFORD LANE

PARCEL: 0060807039310001018044