

WHEN RECORDED MAIL TO:



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2505/02/17/1020

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070499452144

MODIFICATION OF MORTGAGE

41,15

THIS MODIFICATION OF MORTGAGE dated April 29, 2005, is made and executed between RORY L GLADDEN a/k/a RORY LEE GLADDEN a/k/a LEE GLADDEN, whose address is 546 FIELDSTONE DR, HELENA, AL 35080 and SHARA M GLADDEN, whose address is 546 FIELDSTONE DR, HELENA, AL 35080; husband and wife (referred to below as "Grantor") and AmSouth Bank, whose address is 1 Independence Plaza, Homewood, AL 35209 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated May 19, 2000 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED JUNE 5 2000, SHELBY COUNTY ALABAMA, BOOK 2000-18375 MODIFIED APRIL 29 2005.

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 546 FIELDSTONE DR, 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 \$15,000.00 to \$63,095.00.

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 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 29, 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:

RORY L GLADDEN

SHARA M GLADDEN

LENDER:

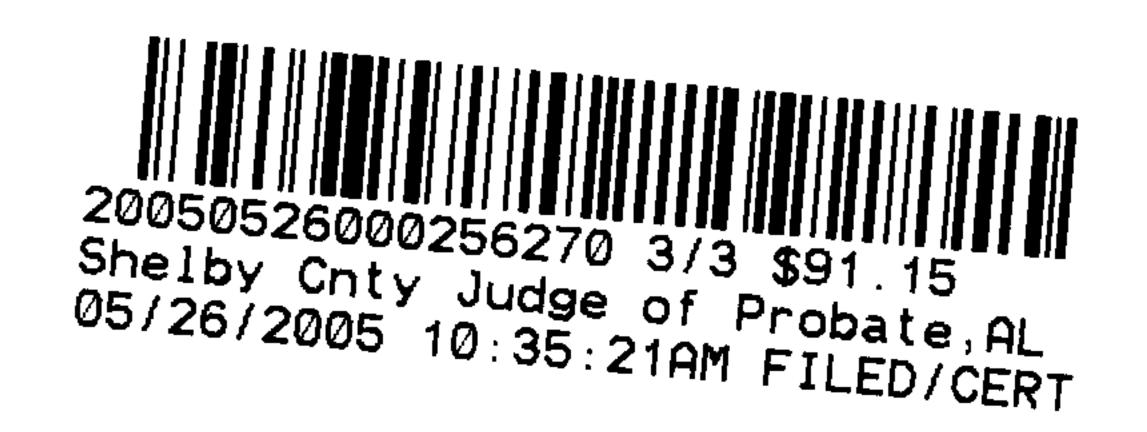
AMSOUTH BANK

Authorized Signer

This Modification of Mortgage prepared by:

Name: Address: City, State, ZIP:

INDIVIDUAL ACKNOWLEDGMENT Shelby Cnty Judge of Probate, AL 05/26/2005 10:35:21AM FILED/CERT STATE OF) SS COUNTY OF I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that RORY L GLADDEN and SHARA M GLADDEN, husband and wife, whose names are signed to the foregoing instrument, and whereare 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 day of autora NOTARY PUBLIC STATE OF ALABAMA AT LARGE **Notary Public** MY COMMISSION EXPIRES: 12/27/2006 My commission expires BONDED THRU NOTARY PUBLIC UNDERWRITERS LENDER ACKNOWLEDGMENT STATE OF) SS COUNTY OF I, the undersigned authority, a Notary Bubilc 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 NOTARY PUBLIC STATE OF ALABAMA AT LARGE MY COMMISSION EXPIRES: 12/27/2006 My commission expires BONDED THRU NOTARY PUBLIC UNDERWRITERS



SCHEDULE "A"

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

LOT 361, ACCORDING TO THE SURVEY OF PHASE II, FIELDSTONE PARK, THIRD SECTOR, AS RECORDED IN MAP BOOK 20, PAGE 35 A & B, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

KNOWN:

546 FIELDSTONE DRIVE

PARCEL:

135213002003061