

WHEN RECORDED MAIL TO:

AmSouth Bank Attn: Sheila Cook P.O. Box 830734 Birmingham, AL 35283

071100187947

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated August 12, 2005, is made and executed between CECELIA ELAINE EBERT, AKA CECELIA E EBERT, whose address is 303 N MAIN ST, COLUMBIANA, AL 35051; 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 December 27, 2005 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED 03-14-05 INSTRUMENT #20050314000113750 AND MODIFIED 08-12-05.

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 303 N MAIN ST, COLUMBIANA, AL 35051.

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

x Cecles Claire Chest (Seal)

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 \$100,000.00 to \$110,000.00.

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 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 AUGUST 12, 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:

AMSOUTH BANK

Authorized Signer

CECELIA ELAINE EBERT

This Modification of Mortgage prepared by:

Name: ADA MATTHEWS Address: P.O. BOX 830721

(Seal)

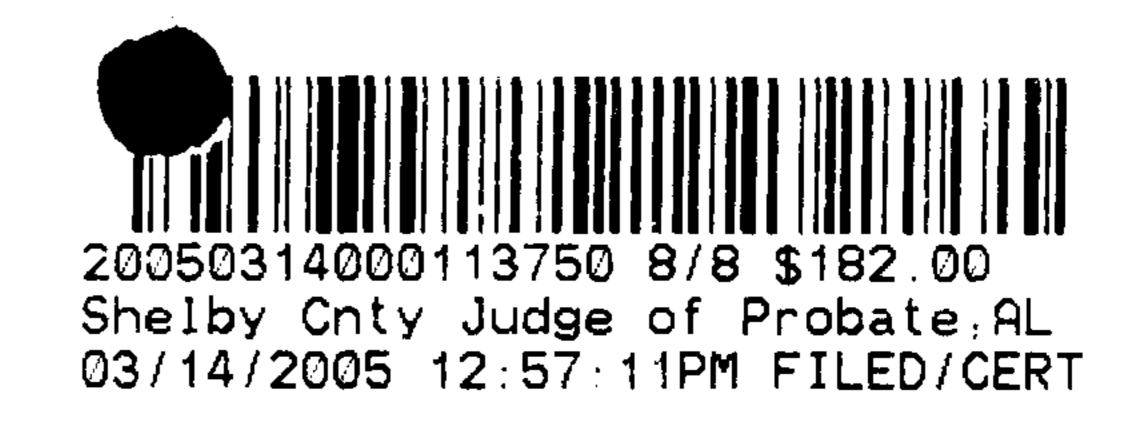
City, State, ZIP: BIRMINGHAM, AL 35283

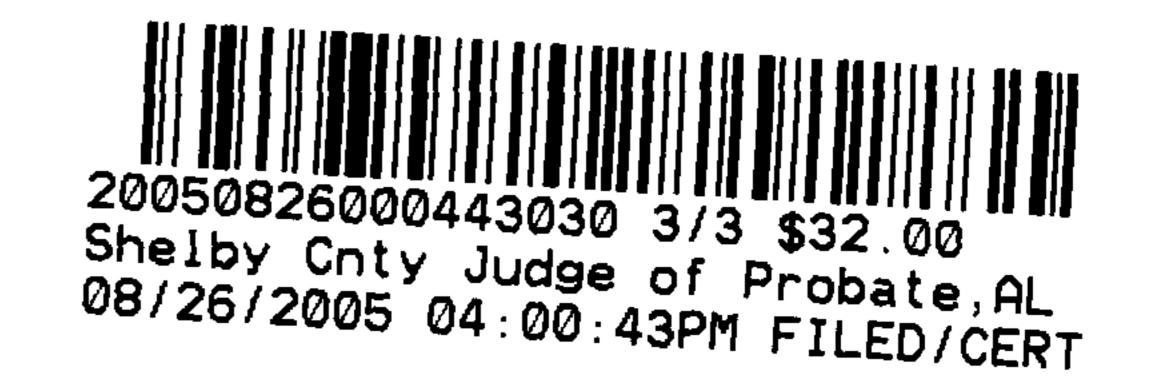
INDIVIDUAL ACKNOWLEDGMENT

STATE OF ALABAMA COUNTY OF SHELBY)) SS)	20050826000443030 2/3 \$32.00 Shelby Cnty Judge of Probate, AL 08/26/2005 04:00:43PM FILED/CERT
I, the undersigned authority, a Notary Public in and for said couname is signed to the foregoing instrument, and who is known to of said Modification, he or she executed the same voluntarily on Given under my hand and official seal this	to me, ackno	tate, hereby certify that CECELIA ELAINE EBERT, unmarried, whose wledged before me on this day that, being informed of the contents same bears date. 20
LENDER ACKNOWLEDGMENT		
STATE OF ALABAMA COUNTY OF Shelby) SS)	
I, the undersigned authority, a Notary Public in and for said council and the same voluntarily for and as the act of Given under my hand and official seal this	poration, is a e contents of	signed to the foregoing Modification and who is known to me, said Modification of Mortgage, he or she, as such officer and with
My commission expires 5.7-04		

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THE FOLLOWING DESCRIBED PROPERTY LOCATED IN SHELBY COUNTY, **ALABAMA:**

A PARCEL OF LAND IN THE NE ¼ OF THE NE ¼ OF SECTION 26, TOWNSHIP 21 SOUTH, RANGE 1 WEST, SHELBY COUNTY, ALABAMA, DESCRIBED AS **FOLLOWS:**

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 26; THENCE RUN WEST ALONG THE NORTH SECTION LINE 420.61 FEET TO THE EAST RIGHT OF WAY OF MAIN STREET (COUNTY HWY. #47); THENCE TURN LEFT 89 DEGREES 38 MINUTES 21 SECONDS AND RUN SOUTH ALONG SAID RIGHT OF WAY 140.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE LAST COURSE 80.00 FEET; THENCE TURN LEFT 90 DEGREES 21 MINUTES 39 SECONDS AND RUN EAST 254.90 FEET TO A DRAINAGE DITCH; THENCE TURN LEFT 49 DEGREES 05 MINUTES 54 SECONDS AND RUN NORTHEAST ALONG SAID DITCH 105.84 FEET; THENCE TURN LEFT 130 DEGREES 54 MINUTES 06 SECONDS AND RUN WEST 323.70 FEET TO THE POINT OF BEGINNING. ACCORDING TO THE SURVEY OF AMOS COREY, R. L. S. #10550, DATED

JANUARY 26, 1987.

KNOWN:

303 NORTH MAIN STREET

PARCEL:

217261101002000