20050901000452040 1/3 $92.00
Shelby Cnty Judge of Probate,AL
09/01/2005 10:37:10AM FILED/CERT

WHEN RECORDED MAIL TO:

AmSouth Bank
MCGRAW, PHILLIP E

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

2005 2021019430
0711100210111

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated August 5, 2005, is made and executed between PHILLIP E. MCGRAW, whose address is 1840 HIGHWAY 49, COLUMBIANA, AL 35051 and MOLLY T. MCGRAW, whose address is 1840 HIGHWAY 49, COLUMBIANA, AL 35051; husband and wife (referred to below as "Grantor") and AmSouth Bank, whose address is 100-A Greensprings, Birmingham, AL 35209 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated September 14, 2004 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED ON 10/04/2004 INSTR#20041004000546730 PGS 1-8 SHELBY COUNTY
MODIFIED ON 08/05/2005.

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 1840 HIGHWAY 49, 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 $100,000 to $150,000.

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 AUGUST 5, 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:

X Phillip E. McGraw (Seal)
PHILLIP E. MCGRAW

X Molly T. McGraw (Seal)
MOLLY T. MCGRAW

LENDER:

AMSOUTH BANK

X Donna Hays (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

Name: BRENDA ROLLINS
Address: P.O. BOX 830721
City, State, ZIP: BIRMINGHAM, AL 35283

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Alabama)
) SS
COUNTY OF Jefferson)

20050901000452040 2/3 $92.00
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I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **PHILLIP E. MCGRAW and MOLLY T. MCGRAW, 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 5th **day of** August, 20 05

Cintrice Michelle Raby
Notary Public

My commission expires MY COMMISSION EXPIRES DECEMBER 3, 2007

LENDER ACKNOWLEDGMENT

STATE OF Alabama)
) SS
COUNTY OF Shelby)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Donna Hayes AmSouth 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 5th **day of** August, 20 05.

Linda Farzan
Notary Public

My commission expires MY COMMISSION EXPIRES December 11, 2006

LASER PRO Lending, Ver. 5.25.30.001 Copr. Harland Financial Solutions, Inc. 1997, 2005. All Rights Reserved. - AL S:\CFI\LPL\G201.FC TR-501907 PR-19

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SCHEDULE "A"

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

FROM THE SE CORNER OF SECTION 31, TOWNSHIP 20 SOUTH, RANGE 1 EAST, RUN WESTWARDLY ALONG THE SOUTH LINE OF SAID ¼ - ¼ A DISTANCE OF 1,349.97 FEET TO THE SE CORNER OF THE SW ¼ OF THE SE ¼; THENCE RIGHT 90° 29' 30" A DISTANCE OF 1,723.48 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF A COUNTY ROAD; THENCE LEFT 109° 39' 30" A DISTANCE OF 223.0 FEET TO THE POINT OF BEIGNNING HEREIN DESCRIBED; THENCE CONTINUE IN A STRAIGHT LINE A DISTANCE OF 223.0 FEET; THENCE LEFT 70° 20' 30" A DISTANCE OF 518.92 FEET; THENCE LEFT 109° 39' 30" A DISTANCE OF 223.0 FEET; THENCE LEFT 70° 20' 30" A DISTANCE OF 518.92 FEET TO THE POINT OF BEGINNING.

KNOWN: 1840 HIGHWAY 49

PARCEL: 16-9-31-0-000-009.002