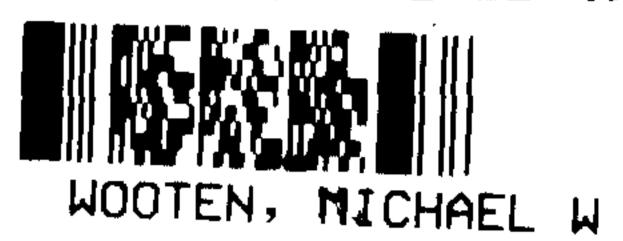


WHEN RECORDED MAIL TO:



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

06573408055 065734056 66776

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

(Seal)

07049786343

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated August 19, 2005, is made and executed between MICHAEL W. WOOTEN, whose address is 909 INDEPENDENCE DR, ALABASTER, AL 35007 and ERMA B. WOOTEN, whose address is 909 INDEPENDENCE DR, ALABASTER, AL 35007; 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 April 24, 2002 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED 05-07-2002 INSTRUMENT NUMBER 20020507000212810 AND MODIFIED 08-19-2005.

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 909 INDEPENDENCE DR, ALABASTER, AL 35007.

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 \$51,387 to \$61,000.

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 19, 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

This Modification of Mortgage prepared by:

Name: LAURAL MESSNER Address: P.O. BOX 830721

(Seal)

City, State, ZIP: BIRMINGHAM, AL 35283

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Given under my hand and official seal this

My commission expires _______

SCHEDULE "A"

THE FOLLOWING DESCRIBED PROPERTY LOCATED IN SHELBY COUNTY, ALABAMA:

LOT 22, ACCORDING TO THE SURVEY OF VALLEY FORGE, AS RECORDED IN MAP BOOK 6, PAGE 60, IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA; BEING SITUATED IN SHELBY COUNTY, ALABAMA.

KNOWN: 909 INDEPENDENCE DRIVE

PARCEL: 138341003056000

20050919000484130 3/3 \$31.55 20050919000484130 3/3 \$31.55 Shelby Cnty Judge of Probate, AL 5helby Cnty Judge of Probate, AL 09/19/2005 09:48:50AM FILED/CERT