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0704955 MODIFICATION

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated October 14, 2005, is made and executed between BRIAN E COFER, whose address is 160 RED HAWK RD, MAYLENE, AL 35114 and DONNA R COFER, A/K/A DONNA R COFFER, whose address is 160 RED HAWK RD, MAYLENE, AL 35114; 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 March 6, 2002 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED ON 03-14-2002 IN THE OFFICE OF THE JUDGE OF PROBATE FOR SHLEBY COUNTY, ALABAMA INSTRUMENT # 2002-12271 AND MODIFIED 10-14-2005.

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 160 RED HAWK RD, MAYLENE, AL 35114.

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 \$20,000.00 to \$60,400.00.

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 OCTOBER 14, 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:

BRIAN E COFER (Seal)

(Seal)

LENDER:

AMSOUTH BANK

This Modification of Mortgage prepared by:

Name: KYESHIA SKINNER Address: P.O. BOX 830721

(Seal)

City, State, ZIP: BIRMINGHAM, AL 35283

INDIVIDUAL ACKNOWLEDGMENT

STATE OF ALABAMA	20051107000577390
COUNTY OF Shelby	Shelby Cnty Judge of Probate, AL 11/07/2005 11:13:21AM FILED/CERT
	in said state, hereby certify that BRIAN E COFER and DONNA R COFER, ment, and who are known to me, acknowledged before me on this day that, the same voluntarily on the day the same bears date, day of
LENDER ACKNOWLEDGMENT	
STATE OF HABAMA	
) SS
COUNTY OF Shelby	
	entents of said Modification of Mortgage, he or she, as such officer and with

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20051107000577280 3/3 \$78.60 Shelby Cnty Judge of Probate, AL 11/07/2005 11:13:21AM FILED/CERT

SCHEDULE "A"

THE FOLLOWING DESCRIBED REAL ESTATE, LYING AND BEING IN THE COUNTY OF SHELBY, STATE OF ALABAMA, TO-WIT:

BEGINNING AT A FOUND CRIMPED PIPE MARKING THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 21 SOUTH, RANGE 3 WEST, SHELBY COUNTY, ALABAMA AND RUN THENCE SOUTH 00 DEGREES 06 MINUTES 48 SECONDS WEST ALONG THE EAST LINE OF SAID QUARTER-QUARTER SECTION AND ALONG AN EXISTING FENCE A DISTANCE OF 660.00 FEET TO A CAPPED STEEL REBAR CORNER STAMPED "SUVCONN #9049" THENCE RUN NORTH 89 DEGREES 09 MINUTES 44 SECONDS WEST A DISTANCE OF 409.66 FEET TO A CAPPED STEEL REBAR CORNER STAMPED "SURVCONN #9049"; THENCE RUN NORTH 00 DEGREES 06 MINUTES 48 SECONDS EAST A DISTANCE OF 660.00 FEET TO A CAPPED STEEL REBAR STAMPED "SURVCONN #9049 ON AN EXISTING FENCE LINE; THENCE RUN SOUTH 89 DEGREES 09 MINUTES 47 SECONDS EAST ALONG SAID FENCE LINE AND ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 8 A DISTANCE OF 407.66 FEET TO THE POINT OF BEGINNING. PROPERTY IS SUBJECT TO ANY AND ALL AGREEMENTS, EASEMENTS, RESTRICTIONS, AND OR LIMITATIONS OF PROBATED RECORD AND OR APPLICABLE LAW.

THERE IS A PROPOSED 30.0 FOOT WIDE ACCESS EASEMENT FOR INGRESS AND EGRESS TO THIS PROPERTY FROM RED HAWK ROAD DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 21 SOUTH, RANGE 3 WEST, SHELBY COUNTY, ALABAMA AND RUN THENCE SOUTH 00 DEGREES 01 MINUTES 07 SECONDS WEST ALONG THE WEST LINE OF SAID QUARTER-QUARTER A DISTANCE OF 352.80 FEET TO THE POINT OF BEGINNING OF SAID ACCESS EASEMENT ON THE WEST LINE OF SAID QUARTER-QUARTER SECTION AND THE EAST RIGHT OF WAY LINE OF RED HAWK ROAD; THENCE RUN SOUTH 89 DEGREES 24 MINUTES 10 SECONDS EAST ALONG THE CENTERLINE OF SAID 30.0 FEET WIDE EASEMENT A DISTANCE OF 209.22 FEET TO A POINT; THENCE RUN SOUTH 82 DEGREES 45 MINUTES 03 SECONDS EAST ALONG SAID CENTERLINE OF SAID EASEMENT A DISTANCE OF 718.91 FEET TO THE INTERSECTION OF SAID CENTERLINE OF SAID EASEMENT WITH THE WEST PROPERTY LINE OF THE BRIAN E. AND DONNA R. COFER PARCEL DESCRIBED ABOVE AND THE END OF REQUIRED EASEMENT.

KNOWN:

160 RED HAWK RD

PARCEL: 233080000005001