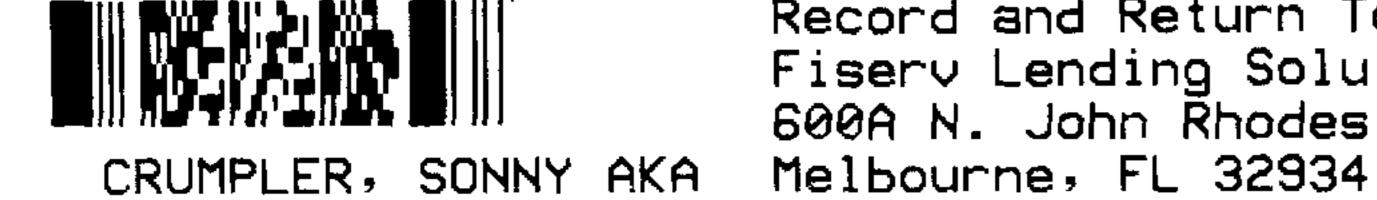
200606060000267650 1/3 \$56.50 Shelby Cnty Judge of Probate, AL 06/06/2006 02:47:19PM FILED/CERT

WHEN RECORDED MAIL TO:

AmSouth Rank



Record and Return To: Fisery Lending Solutions 600A N. John Rhodes Blvd

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

20060011436041

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated May 18, 2006, is made and executed between SONNY CRUMPLER A/K/A HANNIBAL S CRUMPLER, whose address is 500 SPRING VALLEY DR, CHELSEA, AL 350438159 and NANCY R CRUMPLER A/K/A NANCY CRUMPLER, whose address is 500 SPRING VALLEY DR, CHELSEA, AL 350438159; husband and wife (referred to below as "Grantor") and AmSouth Bank, whose address is 102 Inverness Plaza, Birmingham, AL 35243 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated March 11, 2004 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED ON 3-31-04 IN THE OFFICE OF THE JUDGE OF PROBATE FOR SHELBY COUNTY, ALABAMA IN INSTRUMENT NUMBER 20040331000165990.

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 500 SPRING VALLEY DR, CHELSEA, AL 350430000.

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 \$100,000.00 to \$125,000.00.

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 MAY 18, 2006.

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:

(Seal)

NANCY R CRUMPLER

LENDER:

AMSOUTH BANK

Authorized Signer

(Seal)

This Modification of Mortgage prepared by:

Name: Candice Edwards Address: P.O. BOX 830721

City, State, ZIP: BIRMINGHAM, AL 35283

MODIFICATION OF MORTGAGE (Continued)

Page 2

| INDIVIDU | JAL ACKNOWLEDGMENT |
|---|--|
| STATE OF HOUSE | |
| |) SS |
| COUNTY OF | |
| CRUMPLER, husband and wife, whose names are signed to | aid county in said state, hereby certify that SONNY CRUMPLER and NANCY Returned the foregoing instrument, and who are known to me, acknowledged before me on ation, they executed the same voluntarily on the day the same bears date. |
| Given under my hand and official seal this | day of $\frac{20.00}{}$. |
| My commission expires 11128 2009 | Notary Public |
| LENDEF | RACKNOWLEDGMENT |
| STATE OF MUDUMA |) |
| $\sim 1 \Omega \Omega \Lambda$ |) SS |
| COUNTY OF | |
| | county in said state, hereby certify that Leigh Harf of corporation, is signed to the foregoing Modification and who is known to me, if the contents of said Modification of Mortgage, he or she, as such officer and with ct of said corporation. |
| Given under my hand and official seal this | day of MAN 2006. |
| | Notary Public |

LASER PRO Lending, Ver. 5.27.00.005 Copr. Harland Financial Solutions, Inc. 1997, 2006. All Rights Reserved. - AL D:\SYSAPPS\LASERPRO\CFI\LPL\G201.FC TR-252414 PR-122



SCHEDULE "A"

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

A PARCEL OF LAND IN THE NE ¼ OF NW ¼ OF SECTION 23, TOWNSHIP 19 SOUTH, RANGE 1 WEST, SHELBY COUNTY, ALABAMA, DESCRIBED AS FOLLOWS:

FROM SOUTHWEST CORNER OF THE NE ¼ OF NW ¼ OF SECTION 23, TOWNSHIP 19 SOUTH, RANGE 1 WEST; RUN THENCE EAST ALONG THE SOUTH BOUNDARY OF SAID NE ¼ OF NW ¼ A DISTANCE OF 17.49 FEET TO A POINT IN THE CENTER OF A 60 FOOT EASEMENT FOR INGRESS, EGRESS AND UTILITIES AS RECORDED IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA AS INST. #1996-10930, BEING THE POINT OF BEGINNING OF HEREIN DESCRIBED PARCEL OF LAND; THENCE TURN 55 DEG. 25 MIN. 49 SEC. LEFT AND RUN 99.24 FEET ALONG SAID EASEMENT CENTERLINE; THENCE TURN 61 DEG. 29 MIN. 43 SEC. RIGHT AND RUN 1036.79 FEET TO A POINT IN THE CENTERLINE OF AFOREMENTIONED 60 FOOT EASEMENT; THENCE TURN 55 DEG. 00 MIN. 37 SEC. RIGHT AND RUN 94.73 FEET ALONG SAID EASEMENT CENTERLINE; THENCE TURN 34 DEG. 30 MIN. 41 SEC. LEFT AND RUN 121.88 FEET ALONG SAID EASEMENT CENTERLINE TO A POINT ON THE EAST BOUNDARY OF AFOREMENTIONED NE ¼ OF NW ¼; THENCE TURN 68 DEG. 14 MIN. RIGHT AND RUN 53.62 FEET TO THE SE CORNER OF SAID NE ¼ OF NW ¼; THENCE TURN 91 DEG. 16 MIN. 04 SEC. RIGHT AND RUN 1312.82 FEET TO THE POINT OF BEGINNING OF HEREIN DESCRIBED PARCEL OF LAND; BEING SITUATED IN SHELBY COUNTY, ALABAMA.

ALSO, A 60 FOOT NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM THE SOUTHWEST CORNER OF THE NE 1/4 OF THE NW 1/4 OF SECTION 23, TOWNSHIP 19 SOUTH, RANGE 1 WEST, RUN THENCE EAST ALONG THE SOUTH BOUNDARY OF SAID NE 14 OF NW 14 A DISTANCE OF 17.49 FEET TO THE POINT OF BEGINNING OF THE CENTERLINE OF HEREIN DESCRIBED EASEMENT FOR INGRESS AND EGRESS AND UTILITIES; THENCE TURN 55 DEG. 25 MIN. 49 SEC. LEFT AND RUN 99.24 FEET ALONG SAID EASEMENT CENTERLINE AND THE FOLLOWING COURSES: 06 DEG. 03 MIN. 54 SEC. LEFT FOR 104.89 FEET; 12 DEG. 24 MIN. 30 SEC. LEFT FOR 175.59 FEET; 10 DEG. 38 MIN. RIGHT FOR 201.28 FEET; 12 DEG. 54 MIN. 55 SEC. RIGHT FOR 165.02 FEET; 05 DEG. 37 MIN. 50 SEC. LEFT FOR 265.89 FEET; 15 DEG. 35 MIN. 30 SEC. RIGHT FOR 323.69 FEET; 13 DEG. 58 MIN. 30 SEC. LEFT FOR 188.54 FEET; 08 DEG. 44 MIN. RIGHT FOR 128.93 FEET TO A POINT ON THE NORTH BOUNDARY OF AFOREMENTIONED SECTION 23; THENCE TURN 180 DEG. 00 MIN. RIGHT AND RUN ALONG SAID EASEMENT CENTERLINE A DISTANCE OF 50.72 FEET; THENCE TURN 92 DEG. 06 MIN. 49 SEC. LEFT AND CONTINUE ALONG SAID EASEMENT CENTERLINE A DISTANCE OF 64.81 FEET AND THE FOLLOWING COURSES; 54 DEG. 49 MIN. 11 SEC. RIGHT FOR 141.23 FEET; 12 DEG. 33 MIN. 27 SEC. LEFT FOR 110.76 FEET; 20 DEG. 34 MIN. 50 SEC. LEFT FOR 169.50 FEET; 15 DEG. 05 MIN. 36 SEC. RIGHT FOR 86.16 FEET; 36 DEG. 33 MIN. 41 SEC. RIGHT FOR 166.53 FEET; 29 DEG. 09 MIN. 29 SEC. LEFT FOR 97.38 FEET; 14 DEG. 44 MIN. 38 SEC. LEFT FOR 198.02 FEET; 16 DEG. 40 MIN. 30 SEC. LEFT FOR 276.22 FEET; 34 DEG. 30 MIN. 41 SEC. LEFT FOR 274.24 FEET TO A POINT ON THE SOUTH BOUNDARY OF THE NW 1/4 OF NE 1/4 OF AFOREMENTIONED SECTION 23; THENCE TURN 02 DEG. 14 MIN. 58 SEC. RIGHT AND CONTINUE ALONG SAID EASEMENT A DISTANCE OF 473.26 FEET TO THE P. C. OF A CURVE CONCAVE RIGHT, HAVING A DELTA ANGLE OF 65 DEG. 53 MIN. 34 SEC. AND TANGENTS OF 100.0 FEET AND A CENTERLINE ARC DISTANCE OF 177.45 FEET TO THE P. T.; THENCE ALONG THE TANGENT CENTERLINE A DISTANCE OF 96.95 FEET; THENCE TURN 122 DEG. 12 MIN. 30 SEC. LEFT AND RUN 760.84 FEET ALONG SAID EASEMENT CENTERLINE TO A POINT ON THE NORTH BOUNDARY OF THE SW 1/4 OF NE 1/4 OF SECTION 23, TOWNSHIP 19 SOUTH, RANGE 1 WEST; THENCE TURN 180 DEG. 00 MIN. RIGHT AND RUN 760.84 FEET ALONG SAID EASEMENT CENTERLINE: THENCE TURN 57 DEG. 47 MIN. 30 SEC. LEFT AND RUN 338.44 FEET ALONG SAID EASEMENT CENTERLINE; THENCE TURN 02 DEG. 42 MIN. 42 SEC. RIGHT AND RUN 588.77 FEET TO THE PC OF A CURVE CONCAVE LEFT, HAVING A DELTA ANGLE OF 46 DEG. 35 MIN. 43 SEC. AND TANGENTS OF 75.0 FEET AND A CENTERLINE ARC DISTANCE OF 141.64 FEET TO THE PT; THENCE ALONG THE TANGENT CENTERLINE A DISTANCE OF 77.80 FEET; THENCE TURN 116 DEG. 34 MIN. 50 SEC. LEFT AND RUN 68.62 FEET ALONG SAID EASEMENT CENTERLINE; THENCE TURN 180 DEG. 00 MIN. RIGHT AND RUN 211.45 FEET ALONG SAID EASEMENT CENTERLINE TO THE PC OF A CURVE CONCAVE RIGHT, HAVING A DELTA ANGLE OF 17 DEG. 17 MIN. 51 SEC. AND TANGENTS OF 80.0 FEET AND A CENTERLINE ARC DISTANCE OF 158.78 FEET TO THE PT; THENCE ALONG THE TANGENT CENTERLINE A DISTANCE OF 301.63 FEET TO THE PC OF A CURVE CONCAVE LEFT, HAVING A DELTA ANGLE OF 27 DEG. 09 MIN. 45 SEC. AND TANGENTS OF 80.0 FEET AND A CENTERLINE ARC DISTANCE OF 156.99 FEET TO THE PT; THENCE ALONG THE TANGENT CENTERLINE A DISTANCE OF 214.77 FEET TO THE PC OF A CURVE CONCAVE RIGHT, HAVING DELTA ANGLE OF 30 DEG. 36 MIN. 35 SEC. AND TANGENTS OF 80.0 FEET AND A CENTERLINE ARC DISTANCE OF 156.18 FEET TO THE PT; THENCE ALONG THE TANGENT CENTERLINE A DISTANCE OF 39.20 FEET TO THE PC OF A CURVE CONCAVE LEFT, HAVING A DELTA ANGLE OF 27 DEG. 45 MIN. 20 SEC. AND TANGENTS OF 75.0 FEET AND A CENTERLINE ARC DISTANCE OF 147.06 FEET TO THE PT; THENCE ALONG THE TANGENT CENTERLINE A DISTANCE OF 308.97 FEET; THENCE TURN 154 DEG. 51 MIN. 35 SEC. LEFT AND RUN 278.49 FEET ALONG SAID EASEMENT CENTERLINE; THENCE TURN 06 DEG. 48 MIN. RIGHT AND RUN 213.47 FEET ALONG SAID EASEMENT CENTERLINE; THENCE TURN 00 DEG. 50 MIN. 46 SEC. RIGHT AND RUN 321.84 FEET ALONG SAID EASEMENT CENTERLINE; THENCE TURN 180 DEG. 00 MIN. RIGHT AND RUN 321.84 FEET ALONG SAID EASEMENT CENTERLINE; THENCE TURN 00 DEG. 50 MIN. 46 SEC. LEFT AND RUN 213.47 FEET ALONG SAID EASEMENT CENTERLINE; THENCE TURN 06 DEG. 48 MIN. LEFT AND RUN 278.49 FEET ALONG SAID EASEMENT CENTERLINE; THENCE TURN 09 DEG. 12 MIN. LEFT AND RUN SAID EASEMENT CENTERLINE A DISTANCE OF 261.83 FEET TO A POINT OF THE EAST BOUNDARY OF THE SE 1/4 OF SW 1/4 OF SECTION 23, TOWNSHIP 19 SOUTH, RANGE 1 WEST; THENCE CONTINUE ALONG SAID COURSE A DISTANCE OF 176.36 FEET TO THE PC OF A CURVE CONCAVE LEFT, HAVING A DELTA ANGLE OF 54 DEG. 03 MIN. 57 SEC. AND TANGENTS OF 306.47 FEET AND A CENTERLINE ARC DISTANCE OF 566.76 FEET TO THE PC OF A REVERSE CURVE CONCAVE RIGHT, HAVING A DELTA ANGLE OF 74 DEG. 40 MIN. 50 SEC. AND TANGENTS OF 100.0 FEET AND A CENTERLINE ARC DISTANCE OF 170.85 FEET TO THE PT; THENCE ALONG THE TANGENT CENTERLINE A DISTANCE OF 719.70 FEET TO THE PC OF A CURVE CONCAVE LEFT, HAVING A DELTA ANGLE OF 48 DEG. 19 MIN. 01 SEC. AND TANGENTS OF 250.0 FEET AND A CENTERLINE ARC DISTANCE OF 470.01 FEET TO THE PT; THENCE ALONG THE TANGENT CENTERLINE A DISTANCE OF 730.31 FEET TO A POINT OF TERMINATION OF HEREIN DESCRIBED EASEMENT CENTERLINE ON THE NORTH BOUNDARY OF OLD U.S. HIGHWAY NO. 280 (80 FOOT RIGHT OF WAY) AND FURTHER, FROM THE DESCRIBED POINT OF TERMINATION BACK NORTH/NORTHEASTERLY ALONG THE DESCRIBED CENTERLINE TO A POINT OF INTERSECTION WITH THE SOUTH BOUNDARY OF THE SE 1/4 OF SW 1/4 OF SECTION 23, TOWNSHIP 19 SOUTH, RANGE 1 WEST, TRACKS IN CLOSE PROXIMITY THAT CERTAIN EASEMENT CENTERLINE DESCRIBED IN BOOK 184 AT PAGE 89; SAID PROPERTY BEING SITUATED IN SHELBY COUNTY, ALABAMA.

SOURCE OF TITLE: DEED DOCUMENT # 44647

KNOWN 500 SPRING VALLEY ROAD

PARCEL:096230000002034