Davidson County DOTMODAGR
Recvd: 07/26/04 15:18 3pgs
Fees:18.00 Taxes:181.13

20040726-0089217

WHEN RECORDED MAIL TO:

O NEAL, SHERMAN T

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

OWNER:

SHERMAN T O'NEAL
JANICE O'NEAL
6120 S MOUNT JULIET RD
HERMITAGE, TN 37076

FOR RECORDER'S USE ONLY

199.13

This Modification of Deed of Trust prepared by:

Name: KRISTI ELLIS
Company: AMSOUTH BANK
Address: P.O. BOX 830721
City, State, ZIP: BIRMINGHAM, AL 35283

2004163|T46140
529070900451081

MODIFICATION OF DEED OF TRUST

MAXIMUM PRINCIPAL INDEBTEDNESS FOR TENNESSEE RECORDING TAX PURPOSES IS $157,500.00.

THIS MODIFICATION OF DEED OF TRUST dated June 17, 2004, is made and executed between SHERMAN T O'NEAL, whose address is 6120 S MOUNT JULIET RD, HERMITAGE, TN 37076 and JANICE O'NEAL, A/K/A DOROTHY L O'NEAL, whose address is 6120 S MOUNT JULIET RD, HERMITAGE, TN 37076; husband and wife ("Grantor") and AmSouth Bank, Mt. Juliet Main Office, 1477 N. Mt. Juliet Road, Mt. Juliet, TN 37122 ("Lender").

DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated June 3, 2003 (the "Deed of Trust") which has been recorded in DAVIDSON County, State of Tennessee, as follows:

RECORDED JULY 9, 2003 IN DAVIDSON COUNTY, TN INSTR # 20030709-0094909; MODIFIED JUNE 17, 2004.

REAL PROPERTY DESCRIPTION. The Deed of Trust covers the following described real property located in DAVIDSON County, State of Tennessee:

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 6120 S MOUNT JULIET RD, HERMITAGE, TN 37076.

MODIFICATION. Lender and Grantor hereby modify the Deed of Trust 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 $32,500 to $190,000.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Deed of Trust shall remain unchanged and in full force and effect. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Deed of Trust 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 Deed of Trust (the "Note"). It is the intention of Lender to retain as liable all parties to the Deed of Trust 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 Deed of Trust 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 DEED OF TRUST AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF DEED OF TRUST IS DATED JUNE 17, 2004.

GRANTOR:

x Sherman T O'Neal
SHERMAN T O'NEAL

x Janice O'Neal
JANICE O'NEAL

LENDER:

X Julia P. Dodd
Authorized Officer

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Tennessee)
) SS
COUNTY OF Wilson)

Personally appeared before me, Julia P. Dodd, a Notary Public in and for said State and County, **SHERMAN T O'NEAL and JANICE O'NEAL, husband and wife,** the within-named bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that they executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and seal at office, on the 17th **day of** June, 2004.

My Commission Expires: 1-29-2005

Julia P. Dodd
Notary Public

NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

LENDER ACKNOWLEDGMENT

STATE OF Tennessee)
) SS
COUNTY OF Wilson)

Before me, Melody Sanders, a Notary Public in and for the State and County aforesaid, personally appeared Julia Dodd with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself or herself to be the officer the within-named bargainor, a corporation, and that he or she as such officer, being duly authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself or herself as such banking officer.

WITNESS my hand and seal at office, on the 17th **day of** June, 2004.

Melody Sanders
Notary Public

MELODY SANDERS NOTARY PUBLIC AT LARGE My Commission Expires Apr. 28, 2008 WILSON CO., TN

My Commission Expires: 4/28/08

LASER PRO Lending, Ver. 5.23.10.001 Copr. Harland Financial Solutions, Inc. 1997, 2004. All Rights Reserved. - TN S:\CFI\LPL\G202.FC TR-155782 PR-45

SCHEDULE "A"

ALL THAT CERTAIN LOT OR PARCEL OF LAND SITUATED IN THE COUNTY OF DAVIDSON, STATE OF TENNESSEE, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIN IN THE EASTERLY MARGIN OF SOUTH MT. JULIET ROAD, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF THE ODELL BINKELY, JR., PROPERTY (BOOK 5317, PAGE 292, REGISTER'S OFFICE FOR SAID COUNTY); THENCE LEAVING THE EASTERLY MARGIN OF SAID ROAD AND RUNNING WITH A FENCE LINE FORMING THE SOUTHERLY BOUNDARY OF THE BINKLEY PROPERTY AND THE NORTHERLY BOUNDARY OF THIS TRACT SOUTH 85 DEG. 15' EAST 1,429.27 FEET TO AN IRON PIN, SAID POINT BEING THE NORTHEAST CORNER OF THIS TRACT; THENCE SOUTH 3 DEG. 52'28" WEST 333.62 FEET TO AN IRON PIN. SAID POINT BEING SOUTHEAST CORNER OF THIS TRACT; THENCE NORTH 88 DEG. 45'06" WEST 491.42 FEET TO AN IRON PIN; THENCE NORTH 4 DEG. 06'22" EAST 313.62 FEET TO AN IRON PIN; THENCE NORTH 85 DEG. 15'00" WEST 937.46 FEET TO AN IRON PIN IN THE EASTERLY MARGIN OF SOUTH MT. JULIET ROAD; THENCE WITH THE EASTERLY MARGIN OF SAID ROAD NORTH 1 DEG. 27'11" EAST 50.05 FEET TO THE POINT OF BEGINNING.

BEING THE SAME PROPERTY CONVEYED TO SHERMAN O'NEAL AND WIFE, DOROTHY J. O'NEAL, BY DEED OF RECORD, FROM BOBBY E. SMITH AND WIFE, LORI M. SMITH, DATED 4/28/95, AND RECORDED 5/02/95, IN THE REGISTER'S OFFICE OF DAVIDSON COUNTY, STATE OF TENNESSEE, IN DEED BOOK 9661, PAGE 522.

KNOWN 6120 SOUTH MOUNT JULIET RD

PARCEL: 19-138.00-0-132.00-