

WHEN RECORDED MAIL TO:

AmSouth Bank
Attn: Laura Banks
P.O. Box 830721
Birmingham, AL 35283

Inst # 1999-21163

05/20/1999-21163
09:47 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 MEL 66.00
SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE IS DATED APRIL 14, 1999, BETWEEN LARRY E. DEATON and SONJA F. DEATON, HUSBAND AND WIFE (referred to below as "Grantor"), whose address is 607 GABLES DR, BIRMINGHAM, AL 35244; and AmSouth Bank (referred to below as "Lender"), whose address is 1592 Montgomery Highway, Birmingham, AL 35216.

MORTGAGE. Grantor and Lender have entered into a mortgage dated January 5, 1994 (the "Mortgage") recorded in SHELBY County, State of Alabama as follows:

MORTGAGE RECORDED JANUARY 20, 1994, JUDGE OF PROBATE SHELBY COUNTY, O.R. BOOK 1994, PAGE 02185

REAL PROPERTY DESCRIPTION. The Mortgage covers the following described real property (the "Real Property") located in SHELBY County, State of Alabama:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

The Real Property or its address is commonly known as **607 GABLES DR, BIRMINGHAM, AL 35244.**

MODIFICATION. Grantor and Lender 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 \$ 50,000.00 to \$ 85,000.00..

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage 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 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.

EACH GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE, AND EACH GRANTOR AGREES TO ITS TERMS.

CAUTION -- IT IS IMPORTANT THAT YOU THOROUGHLY READ THE CONTRACT BEFORE YOU SIGN IT.

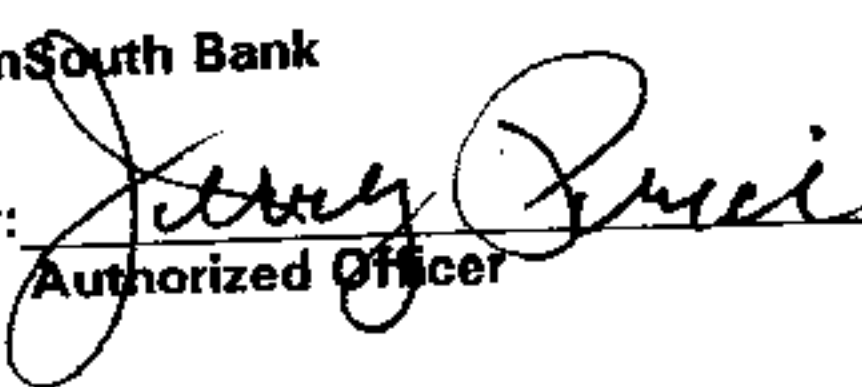
GRANTOR:

x 
LARRY E. DEATON

x 
SONJA F. DEATON

LENDER:

AmSouth Bank

By: 

Authorized Officer

This Modification of Mortgage prepared by:

Name: COLANDA WILLIAMS
Address: P. O. BOX 830721
City, State, ZIP: BIRMINGHAM, AL 35283

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Alabama)
COUNTY OF Jefferson) SS

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that LARRY E. DEATON and SONJA F. DEATON, 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 14th day of April, 19 99
Michelle Leigh Rice
Notary Public

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: June 15, 2002
BONDED THRU NOTARY PUBLIC UNDERWRITERS

My commission expires _____

LENDER ACKNOWLEDGMENT

STATE OF Alabama)
COUNTY OF Shelby) SS

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that _____
Given under my hand and official seal this 18th day of May, 19 99

Jeanne Seamon
Notary Public

My commission expires 3/17/01

lmw

**A.L.T.A. COMMITMENT
CHICAGO TITLE INSURANCE COMPANY**

SCHEDULE A

Office File Number 9918-W

Commitment Number

Effective Date

Loan Amount \$30,000.00

9918-W

December 10, 1993
at 8:00 A.M.

Owners Amount \$

1. Policy or Policies to be issued:
ALTA LOAN POLICY, (ALTA 1990 Form).
Proposed Insured:

AmSouth Bank, N.A., a National Banking Association

ALTA OWNER'S POLICY, (ALTA 1990 Form)
Proposed Insured:

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2. The estate or interest in the land described or referred to in this Commitment and covered herein is a fee simple, and title thereto is at the effective date hereof vested in:

Larry E. Deaton and Sonja F. Deaton

3. The Land is described as follows:

Unit 607, Building 6, in The Gables, a Condominium, a condominium located in Shelby County, Alabama, as established by Declaration of Condominium and By-Laws thereto as recorded in Real Volume 10, page 177 and amended in Real Volume 27, page 733, Real Volume 50, page 327 and Real Volume 50, page 340 and re-recorded in Real 50, page 942, Real 165, page 578, and amended in Real 59, page 19 and further amended by Corporate Volume 30, page 407 and in Real 96, page 855 and Real 97, page 937 and By-Laws as shown in Real Volume 27, page 733 amended in Real Volume 50, page 325, further amended by Real 189, page 222, Real 222, page 691; Real 238, page 241, Real 269, page 270, further amended by eleventh amendment to Declaration of Condominium as recorded in Real 284, page 181, together with an undivided interest in the common elements, as set forth in the aforesaid mentioned Declaration, said Unit being more particularly described in the floor plans and architectural drawings of The Gables Condominium as recorded in Map Book 9, pages 41 thru 44, and amended in Map Book 9, page 135, Map Book 10, page 49 and further amended by Map Book 12, page 50 in the Probate Office of Shelby County, Alabama.

Note: This Commitment consists of insert pages labeled in Schedule A, Schedule B-Section 1, and Schedule B-Section 2. This Commitment is of no force and effect unless all schedules are included, along with any Rider pages incorporated by reference in the insert pages.