

WHEN RECORDED MAIL TO:

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

Inst # 1999-31018

07/26/1999-31018
11:46 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 HMS 21.00

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

070499281568

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE IS DATED JUNE 12, 1999, BETWEEN JIM J. CORKELL, UNMARRIED, (referred to below as "Grantor"), whose address is 3479 MOUNTAINWOOD DR SE, BIRMINGHAM, AL 35244; and AmSouth Bank (referred to below as "Lender"), whose address is 1849 Montgomery Highway, Birmingham, AL 35244.

MORTGAGE. Grantor and Lender have entered into a mortgage dated April 4, 1998 (the "Mortgage") recorded in SHELBY County, State of Alabama as follows:

MORTGAGE RECORDED APRIL 16, 1998, SHELBY COUNTY, O.R. BOOK 1998, PAGE 13698

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 **3479 MOUNTAINWOOD DR SE, HOOVER, 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 \$ 25,000.00 to \$ 30,000.00.

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 endorers 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.

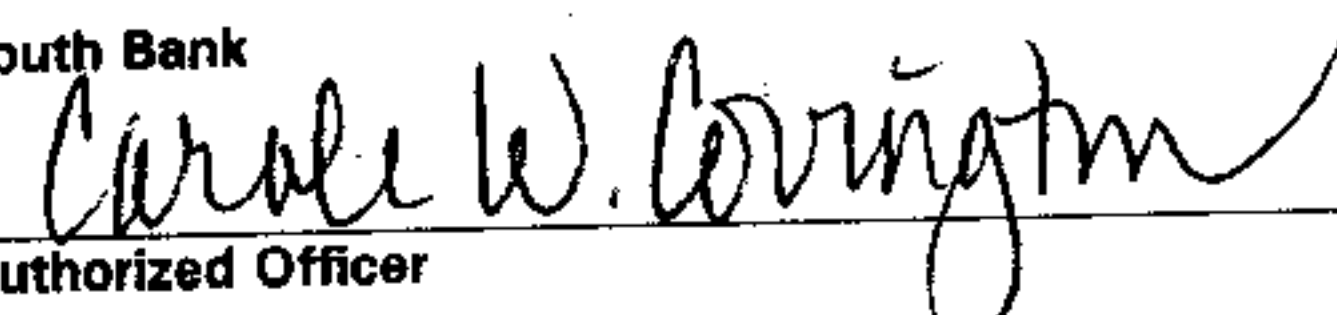
CAUTION -- IT IS IMPORTANT THAT YOU THOROUGHLY READ THE CONTRACT BEFORE YOU SIGN IT.

GRANTOR:

X 
JIM J. CORKELL

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 JIM J. CORKELL, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said Modification, he or she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 12 day of June, 1999

Susan L. Wilkes
Notary Public

NOTARY PUBLIC STATE OF ALABAMA AT LARGE.
MY COMMISSION EXPIRES: Mar. 21, 2001.

My commission expires BONDED THRU NOTARY PUBLIC UNDERWRITERS.

LENDER 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

Given under my hand and official seal this 12 day of June, 1999

Carole Coringto
Susan L. Wilkes
Notary Public

NOTARY PUBLIC STATE OF ALABAMA AT LARGE.
MY COMMISSION EXPIRES: Mar. 21, 2001.
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

My commission expires

LEGAL DESCRIPTION: A parcel of land in the SW1/4 of the NW1/4 of Section 7, Township 20 South, Range 3 West, Shelby County, Alabama, described as follows: Begin at the Southeast corner of said 1/4 - 1/4 section; thence run West along the South 1/4 - 1/4 line 75.97 feet, thence run North 41°34'12"W 254.89 feet to the point of a counter-clockwise curve having a delta angle of 148°25'39" and a radius of 30.00 feet and a tangent of 106.12 feet; thence turn right 90°00' to tangent and run along the arc of said curve 77.72 feet, thence run North 41°29'27" West 84.31 feet along the Northeast side a paved road; thence run North 47°18'19" East 431.80 feet to a point on the East 1/4 - 1/4 line, thence run South 00°49'30" East 598.81 feet to the point of beginning.

COUNTY: Shelby

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