

WHEN RECORDED MAIL TO:

AmSouth Bank
Attn: Loan Servicing
P.O. Box 100721
Birmingham, AL 35283

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

070499200279

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE IS DATED AUGUST 9, 1999, BETWEEN ROBERT PAUL PEWITT, UNMARRIED, (referred to below as "Grantor"), whose address is 209 WIXFORD WAY, ALABASTER, AL 35007; and AmSouth Bank (referred to below as "Lender"), whose address is 1900 University Boulevard, Birmingham, AL 35243.

MORTGAGE. Grantor and Lender have entered into a mortgage dated January 23, 1997 (the "Mortgage") recorded in SHELBY County, State of Alabama as follows:

FEBRUARY 13, 1997 SHELBY COUNTY BOOK 1997 PAGE 04813

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

LOT 319, ACCORDING TO THE SURVEY OF WEATHERLY, WIXFORD MOOR, SECTOR 24, AS RECORDED IN MAP BOOK 20, PAGE 144, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA. SOURCE OF TITLE: INSTRUMENT NO. 1996-42377

The Real Property or its address is commonly known as 209 WIXFORD WAY, ALABASTER, AL 35007.

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 \$ 20,000.00 to \$ 35,000.00..

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.

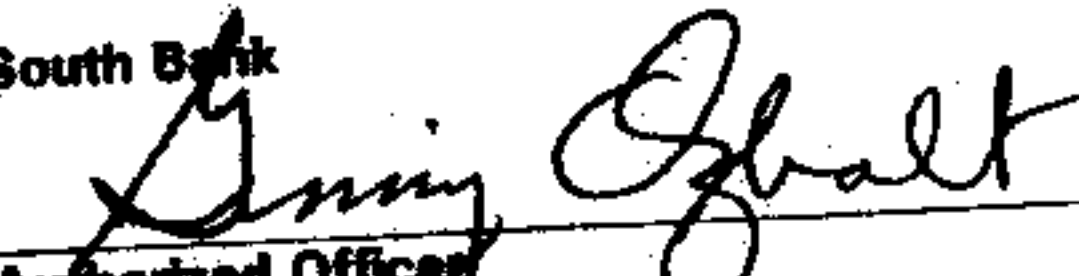
GRANTOR:

X 
ROBERT PAUL PEWITT

LENDER:

AmSouth Bank

By:


Authorized Officer

Inst # 1999-34740

08/18/1999-34740
11:51 AM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE
002 CRH 33.50

This Modification of Mortgage prepared by:

08-09-1999
Loan No HV218160

MODIFICATION OF MORTGAGE (Continued)

Name: VICTORIA RABY
Address: P. O. BOX 830721
City, State, ZIP: BIRMINGHAM, AL 35283

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Alabama) SS

COUNTY OF Jefferson)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that ROBERT PAUL PEWITT, 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 9th day of August, 19 99

[Signature]
Notary Public

My commission expires NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Nov. 4, 2002
BONDED THROUGH NOTARY PUBLIC UNDERWRITERS

LENDER ACKNOWLEDGMENT

STATE OF Alabama) SS

COUNTY OF Jefferson)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Ginny Orkelt

Given under my hand and official seal this 9 day of August, 19 99

[Signature]
Notary Public

My commission expires MY COMMISSION EXPIRES
December 11, 2002

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Inst # 1999-34740

1999-34740
11:31 AM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE
002 CRH 33.50