

WHEN RECORDED MAIL TO:

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

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE IS DATED AUGUST 4, 1999, BETWEEN THOMAS W. HIGGINBOTHAM and RENEE B. HIGGINBOTHAM, HUSBAND & WIFE, (referred to below as "Grantor"), whose address is 172 GRANDE CLUB DRIVE, MAYLENE, AL 35114; and AmSouth Bank (referred to below as "Lender"), whose address is 2228 Pelham Parkway, Pelham, AL 35124.

MORTGAGE. Grantor and Lender have entered into a mortgage dated May 17, 1999 (the "Mortgage") recorded in SHELBY County, State of Alabama as follows:

JUNE 28, 1999 SHELBY COUNTY BOOK 1999 PAGE 26963

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

LOT 16, ACCORDING TO THE SURVEY OF GRANDE VIEW ESTATES, GIVIANPOUR ADDITION TO ALABASTER, 3RD ADDITION, AS RECORDED IN MAP BOOK 20, PAGE 111, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA. SOURCE OF TITLE: INSTRUMENT #1998-40406

The Real Property or its address is commonly known as **172 GRANDE CLUB DRIVE, MAYLENE, AL 35114.**

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 \$ 32,000.00 to \$ 42,000.00..

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 endorser 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.

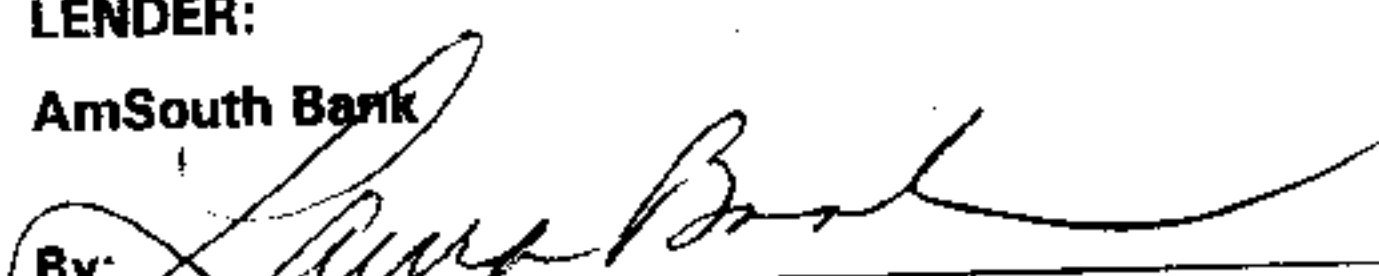
GRANTOR:

x 
THOMAS W. HIGGINBOTHAM

x 
RENEE B. HIGGINBOTHAM

LENDER:

AmSouth Bank

By: 
Authorized Officer

Inst # 1999-34916

08/19/1999-34916
10:16 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 HHS 26.00

This Modification of Mortgage prepared by:

Name: VICTORIA RABY

08-04-1999
Loan No HV316250

MODIFICATION OF MORTGAGE
(Continued)

Page 2

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

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Alabama)
) ss
COUNTY OF Shelby)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **THOMAS W. HIGGINBOTHAM and RENEE B. HIGGINBOTHAM**, 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 5th day of August, 19 99.

Phyllis Ingram
Notary Public

My commission expires

NOTARY PUBLIC STATE OF ALABAMA AT LARGE.
MY COMMISSION EXPIRES: Oct. 15, 2001.
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

LENDER ACKNOWLEDGMENT

STATE OF Alabama)
) ss
COUNTY OF Shelby)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that LAURA BANKS,
Given under my hand and official seal this 5th day of August, 19 99.

Phyllis Ingram
Notary Public

My commission expires

NOTARY PUBLIC STATE OF ALABAMA AT LARGE.
MY COMMISSION EXPIRES: Oct. 15, 2001.
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

LASER PRO, Reg. U.S. Pat. & T.M. Off., Ver. 3.25 (c) 1999 CFI ProServices, Inc. All rights reserved. [AL-G201 HV316250.LN L20.OVL]

Inst # 1999-34916

08/19/1999-34916
10:16 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 MMS 26.00