

WHEN RECORDED MAIL TO:

AmSouth Bank
Attn: Legal Dept
P.O. Box 830721
Birmingham, AL 35283

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

0704 99 30 8866

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE IS DATED SEPTEMBER 22, 1998, BETWEEN JERRY DOUGLAS MORGAN and SUSAN L. MORGAN, HUSBAND & WIFE, (referred to below as "Grantor"), whose address is 2915 DUBLIN DRIVE N, HELENA, AL 35080; 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 August 6, 1998 (the "Mortgage") recorded in SHELBY County, State of Alabama as follows:

SEPTEMBER 22, 1998 SHELBY COUNTY INST #1998-36960

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

LOT 18, ACCORDING TO THE SURVEY OF BRAELIN VILLAGE, PHASE 1, AS RECORDED IN MAP BOOK 11, PAGE 100, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA; BEING SITUATED IN SHELBY COUNTY, ALABAMA.

The Real Property or its address is commonly known as 2915 DUBLIN DRIVE N, HELENA, AL 35080.

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 \$ 10,000.00 to \$ 20,000.00..

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 Jerry Douglas Morgan
JERRY DOUGLAS MORGAN

X Susan L. Morgan
SUSAN L. MORGAN

LENDER:

AmSouth Bank

By: Jimmy Samis
Authorized Officer

Inst # 1999-42561

10/13/1999-42561
02:30 PM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE
002 HHS 26.00

This Modification of Mortgage prepared by:

Name: VICTORIA RABY
Address: P. O. BOX 830721

City, State, ZIP: BIRMINGHAM, AL 35283

INDIVIDUAL 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 JERRY DOUGLAS MORGAN and SUSAN L. MORGAN, 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 22 day of Sept, 19 99.

[Signature]
Notary Public

MY COMMISSION EXPIRES
December 11, 2002

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 Jimmy Sarris.

Given under my hand and official seal this 22 day of Sept, 19 99.

[Signature]
Notary Public

MY COMMISSION EXPIRES
December 11, 2002

My commission expires

Inst # 1999-42561

10/13/1999-42561
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