

WHEN RECORDED MAIL TO:

AmSouth Bank
Attn: Loan Banks
P.O. Box 830721
Homewood, AL 35283

070498 98 9450

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE IS DATED NOVEMBER 9, 1999, BETWEEN LEWELL TAYLOR and DEMETRIUS TAYLOR, HUSBAND & WIFE, (referred to below as "Grantor"), whose address is 2817 STERLING WAY, BIRMINGHAM, AL 35242; and AmSouth Bank (referred to below as "Lender"), whose address is #1 Independence Plaza, Homewood, AL 35209.

MORTGAGE. Grantor and Lender have entered into a mortgage dated June 25, 1992 (the "Mortgage") recorded in SHELBY County, State of Alabama as follows:

JULY 22, 1992 SHELBY COUNTY BOOK 1992 PAGE 14662

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

LOT 9, BLOCK 2, ACCORDING TO THE PLAT OF INVERNESS POINT, PHASE ONE, A SUBDIVISION OF INVERNESS, AS RECORDED IN MAP BOOK 13, PAGE 6 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

The Real Property or its address is commonly known as 2817 STERLING WAY, BIRMINGHAM, AL 35242.

MODIFICATION. Grantor and Lender hereby modify the Mortgage as follows:

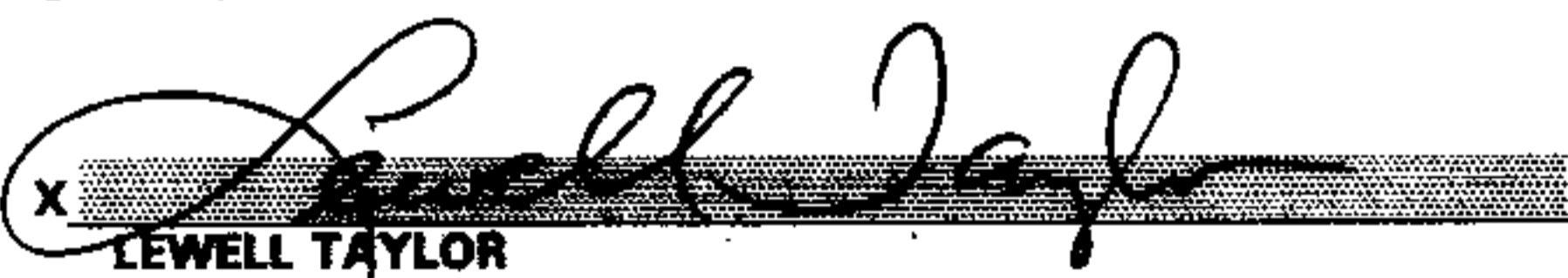
The Credit Limit or maximum principal indebtedness secured by the Mortgage (excluding finance charges, any temporary overages, other charges and any amounts expended or advanced as provided in the Mortgage) is hereby increased from \$ 65,000.00 to \$ 165,000.00..

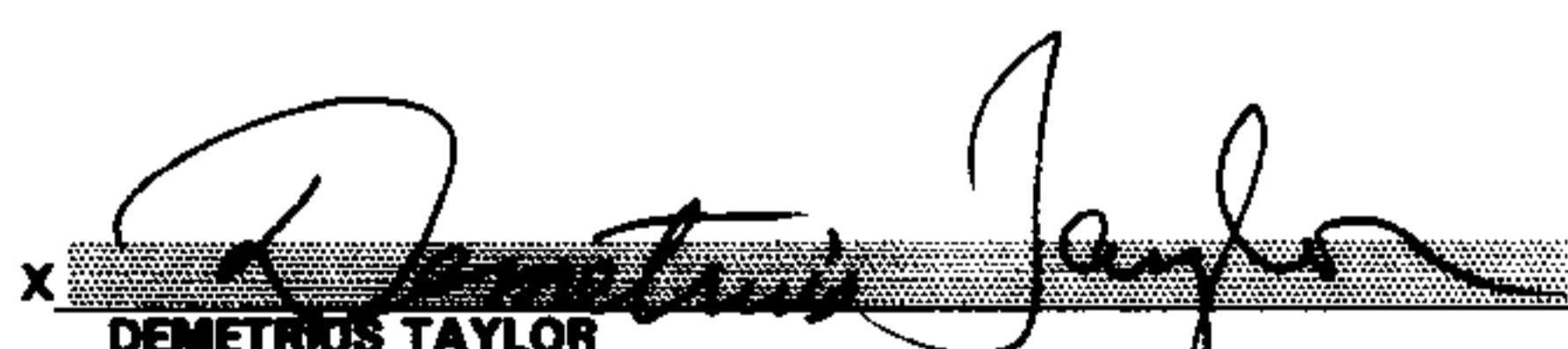
CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Mortgage as changed above nor obligate Lender to make 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.

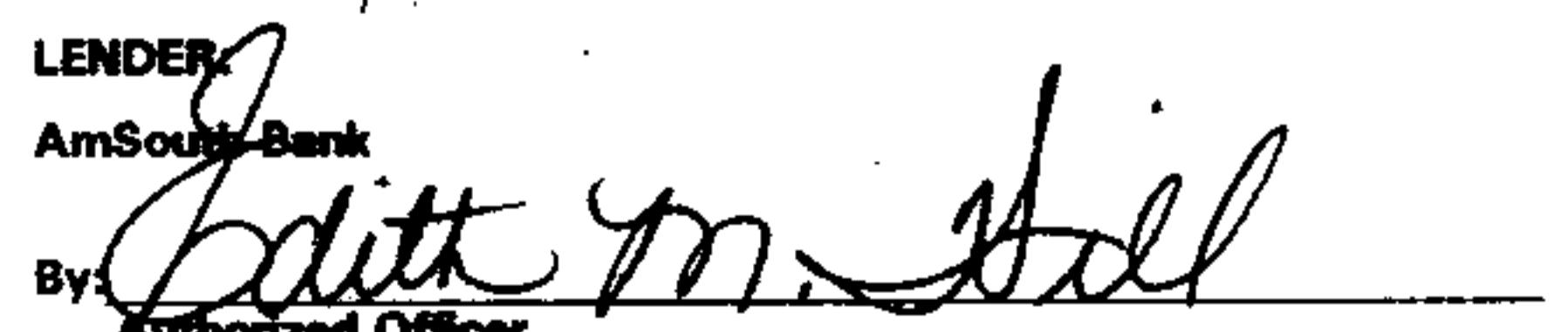
GRANTOR:


X _____
LEWELL TAYLOR


X _____
DEMETRIUS TAYLOR

LENDER:

AmSouth Bank

By: 
Authorized Officer

Inst # 1999-48771

12/02/1999-48771
10:48 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 MHS 161.00

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 Jefferson) ss

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that LEWELL TAYLOR and DEMETRIUS TAYLOR, 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 _____ day of

November 19, 99
Sinead Crowley

Notary Public

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 Edith H. B.
Given under my hand and official seal this 17 day of November, 1999.

Edith H. B.
Notary Public

MY COMMISSION EXPIRES
December 11, 2002

My commission expires _____

Inst # 1999-48771

12/02/1999-48771
10:48 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 MMS 161.00