

WHEN RECORDED MAIL TO:

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

Inst # 1999-49026

12/03/1999-49026
12:49 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 HHS 27.00

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE IS DATED NOVEMBER 2, 1999, BETWEEN MICHAEL L. CLOYD and KIMBERLY H. CLOYD, HUSBAND AND WIFE, (referred to below as "Grantor"), whose address is 200 INDIAN CREST DRIVE, PELHAM, AL 35124; 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 December 5, 1997 (the "Mortgage") recorded in SHELBY County, State of Alabama as follows:

RECORDED IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA IN BOOK 1997, PAGE 41140

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

SEE ATTACHMENT "A" FOR LEGAL DESCRIPTION

The Real Property or its address is commonly known as 200 INDIAN CREST DRIVE, PELHAM, AL 35124.

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 \$ 85,000 to \$ 94,000.

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 Michael L. Cloyd
MICHAEL L. CLOYD

X Kimberly H. Cloyd
KIMBERLY H. CLOYD

LENDER:

AmSouth Bank

By: Connie Tolbert
Authorized Officer

This Modification of Mortgage prepared by:

Name: GERALDINE J. FORD
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 MICHAEL L. CLOYD and KIMBERLY H. CLOYD, 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 17 day of Nov, 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 Connie Tolbert.

Given under my hand and official seal this 17 day of Nov, 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.

NONE.

LEGAL DESCRIPTION

A PARCEL OF LAND SITUATED IN THE SW 1/4 OF THE NE 1/4 OF SECTION 29, TOWNSHIP 19 SOUTH, RANGE 2 WEST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE SOUTHEAST CORNER OF THE SW 1/4 OF THE NE 1/4 OF SECTION 29, TOWNSHIP 19 SOUTH, RANGE 2 WEST, IN SHELBY COUNTY, ALABAMA, THENCE NORTHERLY AND ALONG THE EAST LINE OF SAID SW 1/4 A DISTANCE OF 555.0 FEET; THENCE 101 DEGREES 25 MINUTES TO THE LEFT 417.20 FEET TO THE CENTER LINE OF A 50 FOOT ROAD; THENCE 89 DEGREES 22 MINUTES TO THE LEFT AND ALONG THE SAID CENTER LINE 112.06 FEET TO THE P.C. OF A CURVE CURVING TO THE LEFT AND HAVING A RADIUS OF 335.0 FEET; THENCE ALONG THE ARC OF SAID CENTER LINE A DISTANCE OF 284.79 FEET TO THE P.T. OF SAID CURVE; THENCE ALONG THE CENTER LINE TANGENT TO SAID CURVE A DISTANCE OF 176.66 FEET; TO THE P.C. OF A CURVE CURVING TO THE RIGHT AND HAVING A RADIUS OF 85.0 FEET; THENCE ALONG THE CENTER LINE ARC OF SAID CURVE TO AN INTERSECTION WITH THE SOUTH LINE OF SAID SW 1/4 OF THE NE 1/4; THENCE EASTERLY AND ALONG SAID SOUTH LINE OF SAID SW 1/4 OF THE NE 1/4 TO THE POINT OF BEGINNING; LESS AND EXCEPT THAT PORTION OF THE RIGHT OF WAY LYING NORTHEASTERLY OF THE CENTER LINE OF ROAD DESCRIBED; BEING SITUATED IN SHELBY COUNTY, ALABAMA.

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