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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 FEBRUARY 3, 2000, BETWEEN FRANK H. SPIGNER and AMANDA H. SPIGNER, HUSBAND AND WIFE, (referred to below as "Grantor"), whose address is 912 6TH AVE NW, ALABASTER, AL 35007; and AmSouth Bank (referred to below as "Lender"), whose address is 1236 First Street North, Alabaster, AL 35007.

MORTGAGE. Grantor and Lender have entered into a mortgage dated July 1, 1991 (the "Mortgage") recorded in SHELBY County, State of Alabama as follows:

MORTGAGE RECORDED JULY 25, 1991, SHELBY COUNTY, O.R. BOOK 355, PAGE 450

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

LOT 48, ACCORDING TO THE MAP AND SURVEY OF HAMLET, 6TH SECTOR, AS RECORDED IN MAP BOOK 9, PAGE 97, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

The Real Property or its address is commonly known as 912 6TH AVE NW, ALABASTER, AL 35007.

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

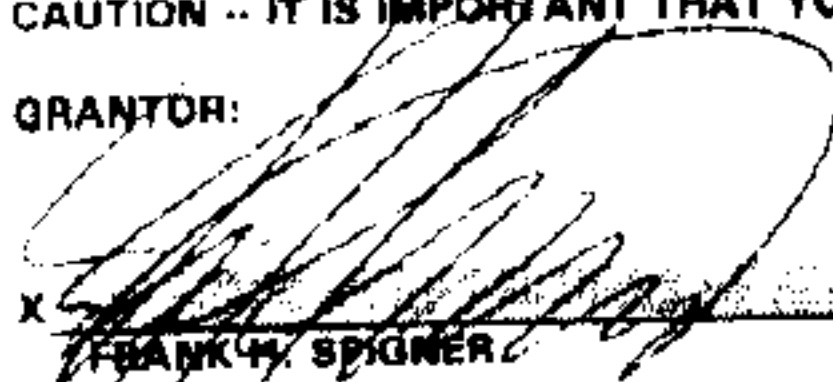
The Credit Limit or maximum principal indebtedness secured by the Mortgage (excluding finance charges, any temporary overages, other charges and any amounts expended or advanced as provided in the Mortgage) is hereby increased from \$ 20,000.00 to \$ 35,000.00..

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  FRANK H. SPIGNER

X  AMANDA H. SPIGNER

LENDER:

AmSouth Bank

By: 
Authorized Officer

This Modification of Mortgage prepared by:

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

Inst # 2000-05070

02/17/2000-05070
10:07 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 CJI 33.50

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 FRANK H. SPIGNER and AMANDA H. SPIGNER, 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 bore date.

Given under my hand and official seal this 3 day of January, 2000

[Signature]
Notary Public

My commission expires NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Mar. 1, 2003
BONDED THROUGH 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 John A. Martin
Given under my hand and official seal this 8th day of February, 2000

MY COMMISSION EXPIRES
December 11, 2002

[Signature]
Notary Public

My commission expires _____

Inst # 2000-05070

02/17/2000-05070
10:07 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 CJ1 33.50