

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

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE IS DATED APRIL 11, 2000, BETWEEN CALLIE J. DAVIS and JULIUS C. DAVIS, WIFE AND HUSBAND (referred to below as "Grantor"), whose address is 304 W STERRETT ST, COLUMBIANA, AL 35061; and AmSouth Bank (referred to below as "Lender"), whose address is 1235 First Street North, Anniston, AL 36607.

MORTGAGE. Grantor and Lender have entered into a mortgage dated August 7, 1998 (the "Mortgage") recorded in SHELBY County, State of Alabama as follows:

RECORDED ON OCTOBER 5, 1998 IN SHELBY COUNTY, ALABAMA, INSTRUMENT # 1998-38732.

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

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF.

The Real Property or its address is commonly known as 304 W STERRETT ST, COLUMBIANA, AL 35061.

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 \$ 24,000.00 to \$ 29,000.00.

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.

THIS MODIFICATION IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS MODIFICATION IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.

CAUTION -- IT IS IMPORTANT THAT YOU THOROUGHLY READ THE CONTRACT BEFORE YOU SIGN IT.

GRANTOR:

X  (SEAL)  
CALLIE J. DAVIS

X  (SEAL)  
JULIUS C. DAVIS

LENDER:

AmSouth Bank

By:   
Authorized Officer

This Modification of Mortgage prepared by:

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

Inst # 2000-14791  
05/05/2000-14791  
09:21 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE

003 NIS 21.00

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 CALLIE J. DAVIS and JULIUS C. DAVIS, 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 11 day of April, 20 00

NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES Mar. 1, 2003  
RENDED THRU NOTARY PUBLIC COMMISSION

My commission expires

[Signature]  
Notary Public

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

Given under my hand and official seal this 11th day of April, 20 00

MY COMMISSION EXPIRES  
December 11

My commission expires

[Signature]  
[Signature]  
Notary Public

## EXHIBIT "A"

**Parcel 1**  
Commence at the Southeast corner of the SW 1/4 SE 1/4 of Section 23, Township 21 South, Range 1 West, and run West along South line of said 1/4 Section for a distance of 354.0 feet; thence turn an angle of 89 deg. 30 min. to the right and run a distance of 502.20 feet to a point on the North margin of Sterrett Street; thence turn an angle of 83 deg. 20 min. to the right and run along the North margin of Sterrett Street for a distance of 33 feet for the point of beginning; thence continue on the same course along the North margin of Sterrett Street for a distance of 105 feet; thence turn an angle of 84 deg. 42 min. to the left and run a distance of 210.0 feet; thence turn an angle of 95 deg. 18 min. to the left and run a distance of 59.34 feet to a point on the Southeasterly right of way line of State Highway No. 25; thence turn an angle of 30 deg. 04 min. 21 sec. to the left and run along the Southeasterly right of way line of State Highway #25 for a distance of 6.26 feet; thence turn an angle of 9 deg. 07 min. 21 sec. to the right and run along said Highway #25 right of way for a distance of 45.0 feet; thence turn an angle of 63 deg. 45 min. to the left and run a distance of 190.69 feet to the point of beginning; being situated in Shelby County, Alabama.

**Parcel 2**  
Commence at the Southeast corner of SW 1/4 of SE 1/4 of Section 23, Township 21 South, Range 1 West and run West along the South line of said 1/4 Section for a distance of 354.0 feet; thence turn an angle of 89 deg. 30 min. to the right and run a distance of 502.2 feet to a point on the North margin of Sterrett Street; thence turn an angle of 83 deg. 20 min. to the right and run along the North margin of Sterrett Street for a distance of 138 feet for the point of beginning; thence continue on the same course along the North margin of Sterrett Street for a distance of 95 feet, more or less, to the Southwesterly edge of a 10 foot chert road; thence turn an angle to the left and run in a Northwesterly direction along the Southwesterly edge of said chert road for a distance of 225 feet, more or less, to a point which is the Northeast corner of Parcel 1 described above; thence turn an angle to the left and run in a Westerly direction for a distance of 9 feet, more or less; thence turn an angle to the left and run in a Southerly direction for a distance of 210 feet to the point of beginning; being situated in Shelby County, Alabama.

Also subject to the following:

1. Taxes for the year 1988 are a lien but not due and payable until October 1, 1988.
2. Title to all minerals not owned by Grantors within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto. Mineral and mining rights being assessed by Gulf States Paper Company.
3. Condemnation proceedings as shown by Lis Pendens Book 4, page 169 for Highway right of way to State of Alabama.
4. Three (3) foot drainage easement on West side of subject property as shown by survey of Frank N. Champion, dated August 16, 1984.
5. Power and telephone lines on South side of property and Northeast side of property as shown by survey of Frank N. Champion, dated August 16, 1984.

STATE OF ALABAMA  
I CERTIFY THIS  
INSTRUMENT WAS FILED

68 MAR 24 AM 8:39

JUDGE OF PROBATE

SIGNED FOR IDENTIFICATION:

Kenny E. Allen Inst # 2000-14791  
Kenny E. Allen

Mary Allen  
Mary Allen

05/05/2000-14791  
09:21 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
003 MMS 21.00

COPY