

**WHEN RECORDED MAIL TO:**

AmSouth Bank  
Attn: Loans 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 MARCH 16, 2000, BETWEEN GUY B. CURLETTE and MARY JO CURLETTE, HUSBAND AND WIFE, (referred to below as "Grantor"), whose address is 2908 BLACK HORSE BND, BIRMINGHAM, AL 35242; and AmSouth Bank (referred to below as "Lender"), whose address is 601 Lakeshore Parkway, Birmingham, AL 35209.

MORTGAGE. Grantor and Lender have entered into a mortgage dated June 18, 1996 (the "Mortgage") recorded in SHELBY County, State of Alabama as follows:

MORTGAGE RECORDED SEPTEMBER 11, 1997, SHELBY COUNTY, D.R. BOOK 1997, PAGE 29262

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

LOT 2, BLOCK 3, ACCORDING TO CHEROKEE HILLS SUBDIVISION, AS SHOWN BY MAP RECORDED IN MAP BOOK 5, PAGE 3, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

The Real Property or its address is commonly known as 2908 BLACK HORSE BND, 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 \$ 50,000.00 to \$ 138,800.00.

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 endorser 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)  
GUY B. CURLETTE

X  (SEAL)  
MARY JO CURLETTE

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 # 2000-14945

05/05/2000-14945

02:11 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
002 NIS 143.90

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Alabama )  
 ) SS  
COUNTY OF Jefferson )

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that GUY B. CURLETTE and MARY JO CURLETTE, 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 March, 2000

*Melanie M. Couch*  
Notary Public

NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES July 28, 2003  
BORNED SHELVY COUNTY PUBLIC COMMISSIONERS

My commission expires

LENDER ACKNOWLEDGMENT

STATE OF Alabama )  
 ) SS  
COUNTY OF Jefferson )

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Guy B. Curlette & Mary Jo Curlette,  
Given under my hand and official seal this 17 day of March, 2000

*Melanie M. Couch*  
Notary Public

NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES July 28, 2003  
BORNED SHELVY COUNTY PUBLIC COMMISSIONERS

My commission expires

Inst. # 2000-14945  
05/05/2000-14945  
02:11 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
002 NMS 143.90