

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 MAY 17, 2000, BETWEEN CURTIS J. JOHNSON and WENDY K. JOHNSON, HUSBAND AND WIFE, (referred to below as "Grantor"), whose address is 104 ACORN CIR, ALABASTER, AL 35007, and AmSouth Bank (referred to below as "Lender"), whose address is 1849 Montgomery Highway, Birmingham, AL 35244.

MORTGAGE. Grantor and Lender have entered into a mortgage dated September 9, 1997 (the "Mortgage") recorded in Shelby County, State of Alabama as follows:

OCTOBER 7, 1997; SHELBY COUNTY; INST #1997-32589

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

LOT 116, ACCORDING TO THE SURVEY OF AUTUMN RIDGE, 2ND SECTOR, AS RECORDED IN MAP BOOK 14, PAGES 16, 17 AND 18, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA. MINERAL AND MINING RIGHTS EXCEPTED

The Real Property or its address is commonly known as 104 ACORN CIR, 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 \$ 12,000.00 to \$ 84,000.00.

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 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

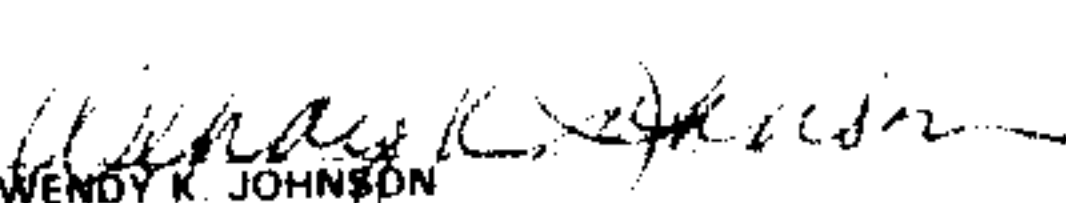
THIS MODIFICATION IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS MODIFICATION IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW

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

GRANTOR:

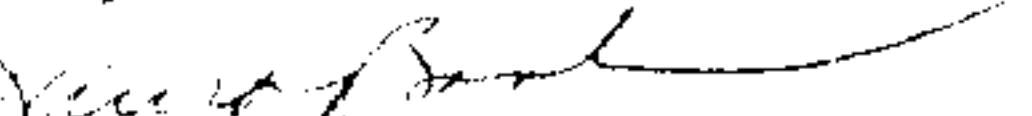
X 
CURTIS J. JOHNSON

(SEAL)

X 
WENDY K. JOHNSON (SEAL)

LENDER:

AmSouth Bank

By 
Authorized Officer

This Modification of Mortgage prepared by:

Name: EDNA CHAPPELL
Address: P. O. BOX 830721
City, State, ZIP: BIRMINGHAM, AL 35283

Inst # 2000-17445

05/30/2000-17445
09:20 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 MYS 119.00

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 CURTIS J. JOHNSON and WENDY K JOHNSON, 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

May 20, 2000
Nataniel Smith
Notary Public

My commission expires March 11, 2003
NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION BEGINS: Mar. 11, 2000
WORD TENT NOTARY PUBLIC UNDERWRITER

LENDER ACKNOWLEDGMENT

STATE OF Alabama)
COUNTY OF Jefferson) SS

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Given under my hand and official seal this

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