

**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 18, 2000, BETWEEN MICHAEL W. CALHOUN and KAY CALHOUN, HUSBAND AND WIFE, (referred to below as "Grantor"), whose address is 1069 OAK TREE RD, BIRMINGHAM, AL 35244; and AmSouth Bank (referred to below as "Lender"), whose address is 520 Montgomery Highway, Vestavia Hills, AL 35216.

MORTGAGE. Grantor and Lender have entered into a mortgage dated August 20, 1997 (the "Mortgage") recorded in SHELBY County, State of Alabama as follows:

RECORDED ON OCTOBER 8, 1997 IN SHELBY COUNTY, ALABAMA, IN INSTRUMENT # 1997-32809

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

LOT 3115, ACCORDING TO THE SURVEY OF RIVERCHASE COUNTRY CLUB, 31ST ADDITION AS RECORDED IN MAP BOOK 18 PAGE 122, IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA.

The Real Property or its address is commonly known as 1069 OAK TREE RD, BIRMINGHAM, AL 35244.

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 \$ 100,000.00.

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 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.

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 *Michael W. Calhoun* (SEAL)  
MICHAEL W. CALHOUN

X *Kay Calhoun* (SEAL)  
KAY CALHOUN

LENDER:

AmSouth Bank

By: *Andrea Lockhart*  
Authorized Officer

*Laura Banks* Bank Officer

This Modification of Mortgage prepared by:

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

Inst # 2000-20352

06/19/2000-20352  
10:29 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
002 CJ1 06.00

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 MICHAEL W. CALHOUN and KAY CALHOUN, 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 16 day of May, 2000

NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: June 13, 2003  
BINDER TYPE: NOTARY PUBLIC UNDERWRITER

*Chudney Harris*  
Notary Public

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

Given under my hand and official seal this 14th day of June, 2000

My commission expires 6-3-2003

*Thomas B. Baur*  
*Beverly L. Baur*  
Notary Public

Inst # 2000-20352

06/19/2000-20352  
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SHELBY COUNTY JUDGE OF PROBATE  
002 C/L 06.00