

WHEN RECORDED MAIL TO:

Atty. 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 dated June 2, 2000, is made and executed between PHILLIP S. DOBBINS, whose address is 126 EMERALD LAKE DR, PELHAM, AL 35124 and CINDY A. DOBBINS, whose address is 126 EMERALD LAKE DR, PELHAM, AL 35124; husband and wife (referred to below as "Grantor") and AmSouth Bank, whose address is Hoover Office, 1592 Montgomery Highway, Birmingham, AL 35216 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated May 24, 1996 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

MORTGAGE RECORDED JUNE 28, 1996, SHELBY COUNTY, O.R. BOOK 1996, PAGE 20844.

REAL PROPERTY DESCRIPTION. The Mortgage covers the following described real property located in SHELBY County, State of Alabama
LOT 13, ACCORDING TO THE AMENDED PLAT OF EMERALD LAKE PLAT NO. 1, AS RECORDED IN MAP BOOK 19 PAGE 73 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

The Real Property or its address is commonly known as 126 EMERALD LAKE DR, PELHAM, AL 35124

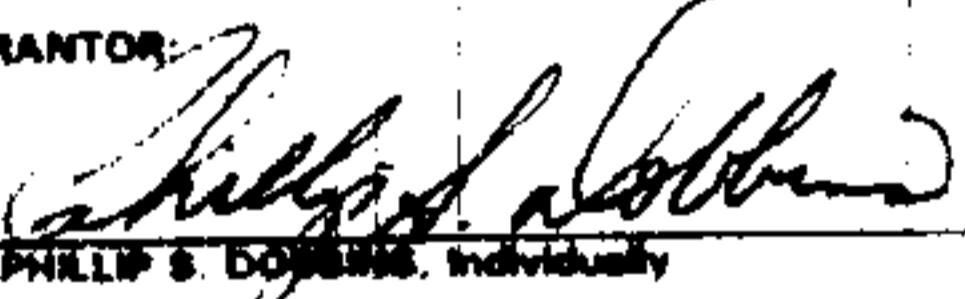
MODIFICATION. Lender and Grantor hereby modify the Mortgage as follows:

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 \$75,000.00 to \$108,000.00.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. 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.

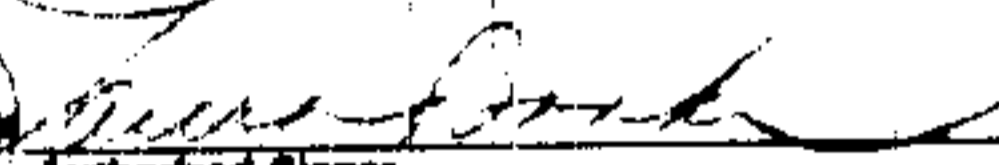
GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED JUNE 2, 2000. THIS MODIFICATION IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS MODIFICATION IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW

GRANTOR:

x  (Seal)
PHILLIP S. DOBBINS, individually

x  (Seal)
CINDY A. DOBBINS, individually

LENDER:

 (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

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

Inst # 2000-20353

06/19/2000-20353
10:29 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 CJ1 60.50

MODIFICATION OF MORTGAGE
(Continued)

INDIVIDUAL ACKNOWLEDGMENT

STATE OF ALABAMA

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199

COUNTY OF SHELBY

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that PHILLIP S. DOBBS and CINDY A. DOBBS, 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 2 day of June, 2000

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Sept 17, 2003
BONDED TO: NOTARY PUBLIC (NEWSWITERS)

Scott Lewis
Notary Public

My commission expires

LENDER ACKNOWLEDGMENT

STATE OF ALABAMA

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199

COUNTY OF SHELBY

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that *Trust Bank* a corporation, is signed to the foregoing and who is known to me, acknowledged before me on this day that, being informed of the contents of said, he or she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 14th day of June, 2000
Beverly E. Baird
Notary Public

My commission expires

6-3-2003

Inst # 2000-20353

06/19/2000-20353
10:29 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 C11 08.20