

WHEN RECORDED MAIL TO:

AmSouth Bank
Birmingham Main Office
1900 5th Avenue North
Birmingham, AL 35203

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated June 5, 2000, is made and executed between PATRICK G. HRDY, whose address is 5425 HICKORY RIDGE DR, BIRMINGHAM, AL 35242 and DEBRA K. HRDY, whose address is 5425 HICKORY RIDGE DR, BIRMINGHAM, AL 35242; husband and wife (referred to below as "Grantor") and AmSouth Bank, whose address is Birmingham Main Office, 1900 5th Avenue North, Birmingham, AL 35203 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated November 3, 1997 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

Recorded on November 11, 1997, in Shelby County, Alabama, Instrument # 1997-37257.

REAL PROPERTY DESCRIPTION. The Mortgage covers the following real property located in SHELBY County, State of Alabama:

LOT 83 ACCORDING TO THE AMENDED MAP OF HICKORY RIDGE AS RECORDED IN MAP BOOK 11 PAGE 79 IN THE PROBATE OFFICE OF SHELBY COUNTY ALABAMA BEING SITUATED IN SHELBY COUNTY ALABAMA

The Real Property or its address is commonly known as 5425 HICKORY RIDGE DR, BIRMINGHAM, AL 35242

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 \$30,000.00 to \$50,000.00.

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 as 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 party who signed the original Mortgage does not sign this Modification, then all persons signing below acknowledge that this Modification is given in addition to, 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 5, 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)
PATRICK G. HRDY, Individually

 (Seal)
DEBRA K. HRDY, Individually

LENDER:

 (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

Name: Yola K. Banks
Address: P.O. BOX 830721
City, State, ZIP: BIRMINGHAM, AL 35283

Inst # 2000-20354

06/19/2000-20354
10:29 AM CERTIFIED
SHELBY COUNTY JUNE 15, 2000
002 C1 41.00

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MODIFICATION OF MORTGAGE
(Continued)

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INDIVIDUAL ACKNOWLEDGMENT

STATE OF ALABAMA

SS

COUNTY OF SHELBY

I, the undersigned authority, a Notary Public in and for said county, do hereby certify that PATRICK G. HRDY and DEBRA K. HRDY, 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 5th day of

June

Sandra J. Ford
Notary Public

My commission expires **NOTARY PUBLIC STATE OF ALABAMA AT LARGE**
MY COMMISSION EXPIRES: Oct. 4, 2001.
BONDED FROM NOTARY PUBLIC UNDERWRITERS.

LENDER ACKNOWLEDGMENT

STATE OF ALABAMA

SS

COUNTY OF SHELBY

I, the undersigned authority, a Notary Public in and for said county, do hereby certify that *[Signature]* a corporation, acknowledged before me on this day that, being informed of the contents of said instrument, it executed the same voluntarily for and as the act of said corporation.

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

[Signature]
June 20 2000
Beverly L. Baird
Notary Public

My commission expires 6.3.2003

Inst # 2000-20354

06/19/2000-20354
10:29 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
CJ1 \$1.00