

WHEN RECORDED MAIL TO:

AmSouth Bank
Attn: Loans Dept
P.O. Box 630721
Birmingham, AL 35283

Inst # 2000-20698

06/21/2000-20698
10:50 AM CERTIFIED
SELY DUTY JUNE 15 PM DATE

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

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MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE IS DATED JANUARY 4, 2000, BETWEEN SCOTT D. PRESCOTT and RENEE A. PRESCOTT, MARRIED (referred to below as "Grantor"), whose address is 2448 VALLEYBROOK DRIVE, BIRMINGHAM, AL 35244; and AmSouth Bank (referred to below as "Lender"), whose address is 2653 Valleydale Road, Birmingham, AL 35244.

MORTGAGE. Grantor and Lender have entered into a mortgage dated November 4, 1999 (the "Mortgage") recorded in SHELBY County, State of Alabama as follows:

DECEMBER 7, 1999, SHELBY COUNTY, FLORIDA. INSTRUMENT NUMBER 1999-49422

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

LOT 4, ACCORDING THE MAP OF VALLEYBROOK SUBDIVISION, PLAT 1 AS RECORDED IN MAP BOOK 10, PAGE 58, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

The Real Property or its address is commonly known as 2448 VALLEYBROOK DRIVE, 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 \$ 12500.00 to \$ 20000.00.

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 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.

EACH GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE, AND EACH GRANTOR AGREES TO ITS TERMS.

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

GRANTOR:

X SCOTT D. PRESCOTT

X RENEE A. PRESCOTT

LENDER:

AmSouth Bank

By Authorized Officer

This Modification of Mortgage prepared by:

Name: JORDINE WILSON
Address: P. O. BOX 630721
City, State, ZIP: BIRMINGHAM, AL 35283

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Alabama

COUNTY OF Shelby

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that SCOTT D. PRESCOTT and RENEE A. PRESCOTT, 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 4th

day of January

2000

Leigh E. Kraselsky
Notary Public

My commission expires

NOTARY PUBLIC

LENDER ACKNOWLEDGMENT

STATE OF Alabama
COUNTY OF Shelby

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Laura Banks
Given under my hand and official seal this 7 day of January, 2000

MY COMMISSION EXPIRES
December 11, 2002

[Signature]
Notary Public

My commission expires

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NOTARY PUBLIC
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