

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 MARCH 20, 2000, BETWEEN ERIC B. MASSEY and LYNNE A. MASSEY, HUSBAND AND WIFE, (referred to below as "Grantor"), whose address is 3596 CUMBERLAND TRCE, BIRMINGHAM, AL 35242; and AmSouth Bank (referred to below as "Lender"), whose address is 1900 5th Avenue North, Birmingham, AL 35203.

MORTGAGE. Grantor and Lender have entered into a mortgage dated February 6, 1987 (the "Mortgage") recorded in SHELBY County State of Alabama as follows:

MORTGAGE RECORDED FEBRUARY 24, 1987, SHELBY COUNTY, O.R. BOOK 116, PAGE 479-481

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

LOT 2, ACCORDING TO THE SURVEY OF CUMBERLAND'S ADDITION TO MEADOW BROOK, AS RECORDED IN MAP BOOK 9, PAGE 126, IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA. MINERAL AND MINING RIGHTS EXCEPTED

The Real Property or its address is commonly known as 3596 CUMBERLAND TRCE, BIRMINGHAM, AL 35242.

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 \$ 75,000.00 to \$ 100,250.00.

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 Eric B. Massey (SEAL)  
ERIC B. MASSEY

X Lynne A. Massey (SEAL)  
LYNNE A. MASSEY

LENDER:

AmSouth Bank

By: Cybil  
Authorized Officer

This Modification of Mortgage prepared by:

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

Inst # 2000-20702

06/21/2000-20702  
10:50 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
002 CJ1 39.45

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 ERIC B. MASSEY and LYNNE A. MASSEY, 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 20 day of March, 2000  
Terri C. Channel  
Notary Public

My commission expires 10/31/2004

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 Terri Channel  
Given under my hand and official seal this 20 day of March, 2000

 MY COMMISSION EXPIRES  
December 11, 2002  
Terri C. Channel  
Notary Public

My commission expires

Inst # 2000-20702

06/21/2000-20702  
10:50 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
ODE CJ1 53.45