

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 7, 2000, BETWEEN DONALD J. JOHNSON and BONNIE P. JOHNSON, HUSBAND AND WIFE, (referred to below as "Grantor"), whose address is 1706 FIELDSTONE CIRCLE, HELENA, AL 35080; and AmSouth Bank (referred to below as "Lender"), whose address is 1235 First Street North, Alabaster, AL 35007.

MORTGAGE. Grantor and Lender have entered into a mortgage dated September 10, 1999 (the "Mortgage") recorded in SHELBY County, State of Alabama as follows:

RECORDED 10/27/99 IN THE OFFICE OF PROBATE OF SHELBY COUNTY, ALABAMA; INSTRUMENT #1999-44219

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

LOT 44, ACCORDING TO THE SURVEY OF FIELDSTONE PARK, 2ND SECTOR AS RECORDED IN MAP BOOK 16, PAGE 114, SHELBY COUNTY, ALABAMA.

The Real Property or its address is commonly known as 1706 FIELDSTONE CIRCLE, HELENA, AL 35080.

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 to \$ 62,000..

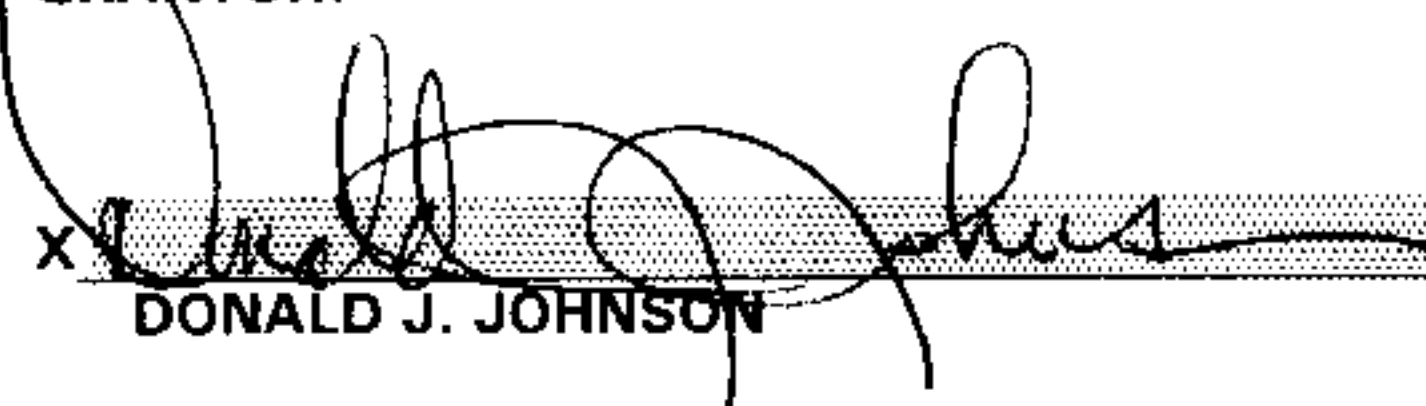
CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Mortgage as changed above nor obligate Lender to make 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:

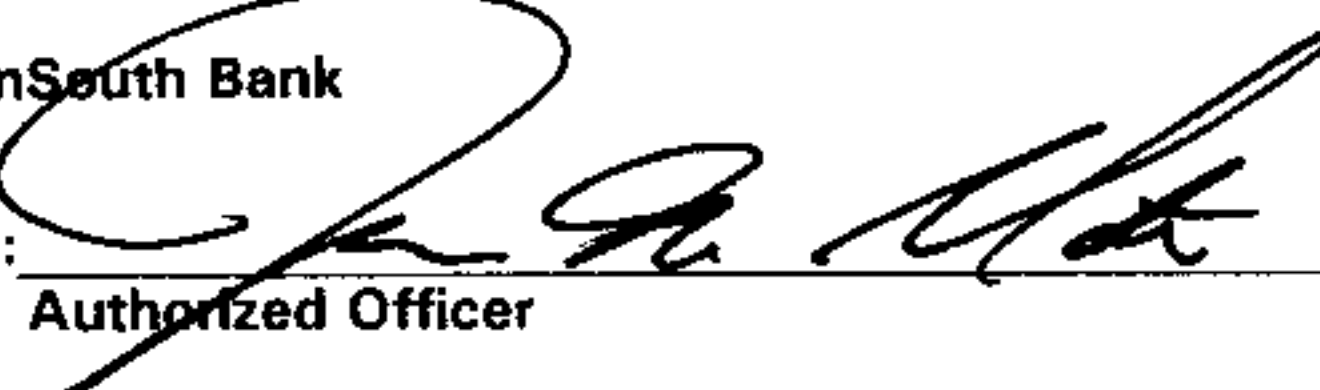
X  (SEAL)
DONALD J. JOHNSON

X  (SEAL)
BONNIE P. JOHNSON

LENDER:

AmSouth Bank

By:


Authorized Officer

This Modification of Mortgage prepared by:

Name: BRIAN SHOEMAKER
Address: P. O. BOX 830721
City, State, ZIP: BIRMINGHAM, AL 35283

Inst # 2000-27470

08/11/2000-27470
10:55 AM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE
002 HKS 29.00

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Alabama)
COUNTY OF Shelby) SS

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **DONALD J. JOHNSON** and **BONNIE P. JOHNSON**, 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 7 day of March, 20 00.

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Mar. 1, 2003
BONDED THRU NOTARY PUBLIC UNDERWRITERS

Notary Public

My commission expires _____

LENDER ACKNOWLEDGMENT

STATE OF Alabama)
COUNTY OF Shelby) SS

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Jason A. Gattis.
Given under my hand and official seal this 7 day of March, 20 00.

MY COMMISSION EXPIRES
December 11, 2002

Notary Public

My commission expires _____

Inst # 2000-27470

08/11/2000-27470
10:55 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 HNS 29.00