

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 MAY 1, 2000, BETWEEN MITA HOULDITCH, UNMARRIED, (referred to below as "Grantor"), whose address is 1803 MAN O WAR DRIVE, HELENA, AL 35080; and AmSouth Bank (referred to below as "Lender"), whose address is 1849 Montgomery Highway, Birmingham, AL 35244.

MORTGAGE. Grantor and Lender have entered into a mortgage dated May 14, 1997 (the "Mortgage") recorded in SHELBY County, State of Alabama as follows:

JUNE 24, 1997, SHELBY COUNTY, ALABAMA. INST 1997-19726

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

LOT 74, ACCORDING TO THE SURVEY OF DEARING DOWNS, 6TH ADDITON, PHASE 1, AS RECORDED IN MAP BOOK 10 PAGE 78 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

The Real Property or its address is commonly known as 1803 MAN O WAR DRIVE, HELENA, AL 35080.

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

excluding finance charges, any temporary overages, other charges and any amounts expended or advanced as provided in the Mortgage) is hereby increased from \$ 15,000.00__ to \$ 50000.00__..

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.

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)
MITA HOULDITCH

LENDER:

AmSouth Bank

By: 
Authorized Officer

This Modification of Mortgage prepared by:

Name: JORDENE WILSON
Address: P. O. BOX 830721
City, State, ZIP: BIRMINGHAM, AL 35283

Inst # 2000-27471

08/11/2000-27471
10:55 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 MMS 63.50

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Alabama)
COUNTY OF Jefferson) SS

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **MITA HOULDITCH**, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said Modification, he or she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 1 day of May, 2000
Carole W. Corington
Notary Public

NOTARY PUBLIC STATE OF ALABAMA AT LARGE.
My commission expires MY COMMISSION EXPIRES: Mar. 2, 2000.
~~NOTARY PUBLIC UNDERWRITERS.~~

LENDER ACKNOWLEDGMENT

STATE OF Alabama)
COUNTY OF Jefferson) SS

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Carole Corington.
Given under my hand and official seal this 1 day of May, 2000
Beverly C. Baird
Notary Public

My commission expires 6/3/2003

Inst # 2000-27471

08/11/2000-27471
10:55 AM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE
002 MMS 63.50