

WHEN RECORDED MAIL TO:

Attn: Laura Banks
P.O. Box 830721
Birmingham, AL 35283

20001371053120
070499120204

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated May 27, 2000, is made and executed between WALTER BOYD PEARSON, whose address is 109 STRATSHIRE LN, PELHAM, AL 35124 and JENNETT C. PEARSON, whose address is 109 STRATSHIRE LN, PELHAM, AL 35124; husband and wife (referred to below as "Grantor") and AmSouth Bank, whose address is Riverchase Office, 1849 Highway 31 South, Birmingham, AL 35244 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated December 28, 1995 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

MORTGAGE RECORDED MARCH 5, 1996, SHELBY COUNTY, O.R. BOOK 1996, PAGE 07111.

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

LOT 38, ACCORDING TO THE STRATFORD PLACE, PHASE II, FINAL PLAT, AS RECORDED IN MAP BOOK 12, PAGE 91, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

The Real Property or its address is commonly known as 109 STRATSHIRE LN, PELHAM, AL 35124.

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 \$39,700.00 to \$54,700.00.

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 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.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED MAY 27, 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 Walter Boyd Pearson (Seal)
WALTER BOYD PEARSON, Individually

x Jennett C. Pearson (Seal)
JENNETT C. PEARSON, Individually

LENDER:

x Carole W. Corrigan (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

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

Inst # 2000-28525

08/21/2000-28525
11:42 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 MMS 33.50

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 in said state, hereby certify that **WALTER BOYD PEARSON and JENNETT C. PEARSON**, 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 27 day of May, 2000.

NOTARY PUBLIC STATE OF ALABAMA AT LARGE.
MY COMMISSION EXPIRES: Mar. 21, 2001.
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

Notary Public

My commission expires _____

LENDER ACKNOWLEDGMENT

STATE OF ALABAMA)
) SS
COUNTY OF SHELBY)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that _____ a corporation, is signed to the foregoing and who is known to me, acknowledged before me on this day that, being informed of the contents of said, he or she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 27 day of May, 2000.

NOTARY PUBLIC STATE OF ALABAMA AT LARGE.
MY COMMISSION EXPIRES: Mar. 21, 2001.
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

Notary Public

My commission expires _____

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Inst # 2000-28525

08/21/2000-28525

11:42 AM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE

002 HHS 33.50