

**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 FEBRUARY 11, 2000, BETWEEN WILLIAM L. GOOSETREE and SUZANNE C. GOOSETREE, HUSBAND AND WIFE, (referred to below as "Grantor"), whose address is 113 CANTER WAY, ALABASTER, AL 35007; 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 December 23, 1998 (the "Mortgage") recorded in SHELBY County, State of Alabama as follows:

**MORTGAGE RECORDED DECEMBER 23, 1998, SHELBY COUNTY, O.R. BOOK 1998, PAGE 52143**

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

UNIT 25, IN SADDLE LAKE FARMS CONDOMINIUM, A CONDOMINIUM LOCATED IN SHELBY COUNTY, ALABAMA, AS ESTABLISHED BY DECLARATION OF CONDOMINIUM AS RECORDED IN INST. #1995-17533 AND ARTICLES OF INCORPORATION OF SADDLE LAKES FARMS ASSOCIATION, INC., AS RECORDED IN INST. #1995-17530, IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA, TOGETHER WITH AN UNDIVIDED 1/174 INTEREST IN THE COMMON ELEMENTS OF SADDLE LAKE FARMS CONDOMINIUM AS SET OUT IN THE SAID DECLARATION OF CONDOMINIUM, SAID UNIT BEING MORE PARTICULARLY DESCRIBED IN THE FLOOR PLANS AND ARCHITECTURAL DRAWINGS OF SADDLE LAKE FARMS CONDOMINIUMS AS RECORDED IN MAP BOOK 20, PAGE 20 A & B, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

The Real Property or its address is commonly known as **113 CANTER WAY, ALABASTER, AL 35007.**

**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 \$ 21,600.00 to \$ 41,600.00..

**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   
WILLIAM L. GOOSETREE

X   
SUZANNE C. GOOSETREE

**LENDER:**

AmSouth Bank

By:   
Authorized Officer

This Modification of Mortgage prepared by:

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

Inst # 2000-29118

08/24/2000-29118  
11:55 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
002 CJ1 41.00

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 **WILLIAM L. GOOSETREE** and **SUZANNE C. GOOSETREE**, 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 11th day of February, 2000.

NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: Sept. 30, 2002  
BONDED THRU NOTARY PUBLIC UNDERWRITERS

Anthony K. Smith  
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 Chris Feil

Given under my hand and official seal this 11th day of February, 2000.

Beverly C. Baird  
Notary Public

My commission expires 6.3.2003

Inst # 2000-29118

08/24/2000-29118  
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