

WHEN RECORDED MAIL TO:

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

4-8⁵ 2000152118050
0704 99317081

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated June 14, 2000, is made and executed between JEREMY WILLINGHAM, whose address is 8200 HIGHWAY 17, MAYLENE, AL 35114 and AMBER M. WILLINGHAM, whose address is 8200 HIGHWAY 17, MAYLENE, AL 35114; husband and wife (referred to below as "Grantor") and AmSouth Bank, whose address is Alabaster Office, 1235 First Street North, Alabaster, AL 35007 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated September 10, 1998 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED ON OCTOBER 5, 1998 IN SHELBY COUNTY, ALABAMA, IN INSTRUMENT # 1998-38729.

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

A PARCEL OF LAND LOCATED IN THE N 1/2 OF THE NW 1/4 OF SECTION 9, TOWNSHIP 21 SOUTH, RANGE 3 WEST, SHELBY COUNTY, ALABAMA, MORE PARTICULARLY BEING NW CORNER OF SAID SECTION 9, THE E DIRECTION ALONG THE N LINE OF SECTION A DISTANCE OF 1152.20 FEET THE 110 DEG 02 MIN 53 SEC RIGHT IN A SW DIRECTION 13.7 FEET TO THE POINT OF BEGINNING; THEN CONT ALONG THE LAST DESCRIBED COURSE A DISTANCE OF 290.0 FT NW RIGHT OF WAY LINE OF SHELBY COUNTY, HIGHY #17, THEN 90 DEG LEFT NW DIRECTION ALONG SAID RIGHT OF WAY A DISTANCE OF 120.0 FEET THEN 90 DEG LEFT IN A NW DIRECTION A DISTANCE OF 209.0 FEET TO THE POINT OF BEGINNING BEING SITUATED IN SHELBY COUNTY, ALABAMA.

The Real Property or its address is commonly known as 8200 HIGHWAY 17, MAYLENE, AL 35114.

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 \$16,000 to \$32,200.

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 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.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED JUNE 14, 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  (Seal)
JEREMY WILLINGHAM, Individually

X  (Seal)
AMBER M. WILLINGHAM, Individually

LENDER:

X  (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

Name: ANDREA LOCKHART
Address: P.O. BOX 830721
City, State, ZIP: BIRMINGHAM, AL 35283

Inst # 2000-30169

09/01/2000-30169
10:52 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 HHS 35.30

MODIFICATION OF MORTGAGE
(Continued)

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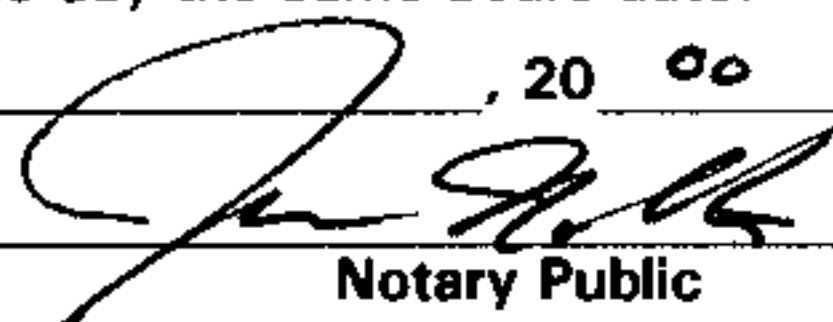
INDIVIDUAL ACKNOWLEDGMENT

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 JEREMY WILLINGHAM and AMBER M. WILLINGHAM, 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 23 day of August, 2000.

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


Notary Public

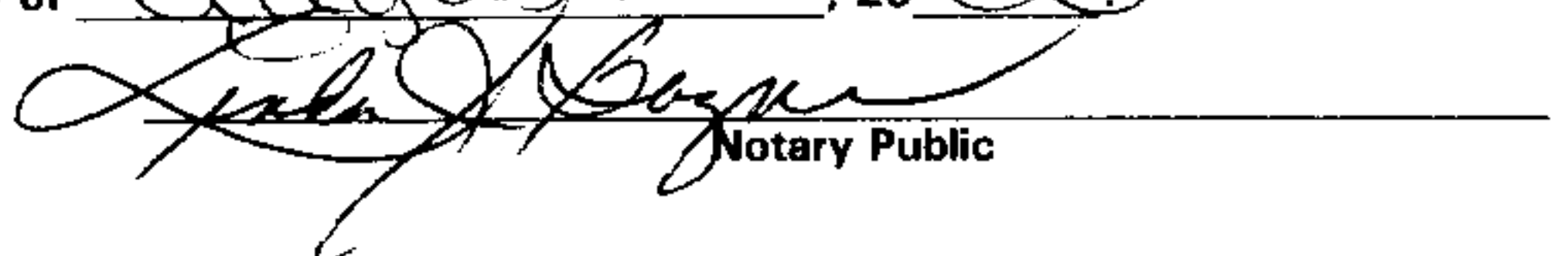
LENDER ACKNOWLEDGMENT

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 Larry Daniels 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 24th day of August, 2000.

My commission expires MY COMMISSION EXPIRES
December 11, 2002


Notary Public

Inst # 2000-30169

09/01/2000-30169
10:52 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 MMS 35.30