

WHEN RECORDED MAIL TO:  
AmSouth Bank  
Attn: Laura Banks  
P.O. Box 830721  
Birmingham, AL 35283

070499 327098

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

### MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated August 24, 2000, is made and executed between THERESE M. HECKEL, whose address is 1521 KING JAMES DR, ALABASTER, AL 35007; unmarried (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 November 4, 1998 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED ON DECEMBER 28, 1998 IN SHELBY COUNTY, ALABAMA IN INSTRUMENT # 1998-51549.

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

LOT 6, ACCORDING TO THE SURVEY OF KINGWOOD TOWNHOMES-PHASE I, AS RECORDED IN MAP BOOK 9, PAGE 18, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

The Real Property or its address is commonly known as 1521 KING JAMES DR, ALABASTER, AL 35007.

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 \$20,000 to \$29,000.

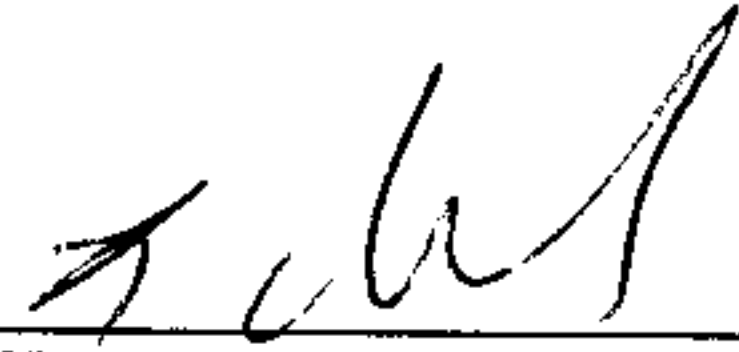
CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right 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 AUGUST 24, 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)  
THERESE M. HECKEL, 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 # 2000-30597

09/06/2000-30597  
09:12 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
002 CJ1 24.50

MODIFICATION OF MORTGAGE  
(Continued)

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 THERESE M. HECKEL, 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 24 day of August, 2000.

NOTARY PUBLIC STATE OF ALABAMA AT LARGE.  
MY COMMISSION EXPIRES: Oct. 15, 2001.  
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

[Signature]  
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 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 August day of 31, 2000.

MY COMMISSION EXPIRES  
December 11, 2002

[Signature]  
Notary Public

My commission expires 1

Inst # 2000-30597

09/06/2000-30597  
09:12 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
002 CJ1 24.50