

WHEN RECORDED MAIL TO:

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

Inst # 2000-44661

12/22/2000-44661
11:53 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 CJ1 354.50

12-19
20002781653150
070499259580

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated December 13, 2000, is made and executed between DONALD W. THORNTON, whose address is 5047 GREYSTONE WAY, BIRMINGHAM, AL 35242 and CHARLOTTE M. THORNTON, whose address is 5047 GREYSTONE WAY, BIRMINGHAM, AL 35242; husband and wife (referred to below as "Grantor") and AmSouth Bank, whose address is Hoover Office, 1592 Montgomery Highway, Birmingham, AL 35216 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated November 24, 1997 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED ON NOV. 25, 1997 IN SHELBY COUNTY, ALABAMA IN INSTRUMENT # 1997-38370.

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

LOT 49, 4TH SECTOR, GREYSTONE AS RECORDED IN MAP BOOK 16, PAGE 89A, SHELBY COUNTY, ALABAMA.

CHARLOTTE M. THORNTON AND CHARLOTTE M. THORNTON ARE ONE AND THE SAME PERSON.

The Real Property or its address is commonly known as 5047 GREYSTONE WAY, BIRMINGHAM, AL 35242.

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 \$250,000 to \$477,000.

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 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 DECEMBER 13, 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 Donald W. Thornton (Seal)
DONALD W. THORNTON, Individually

X Charlotte M. Thornton (Seal)
CHARLOTTE M. THORNTON, Individually

LENDER:

X Brenda Guffitt (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

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

