

WHEN RECORDED MAIL TO:

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

Inst # 2001-00680

01/08/2001-00680
10:31 AM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE
003 C31 57.50

✓ 20003551016480
070499465658

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated December 28, 2000, is made and executed between CHARLES R. WATKINS, whose address is 29 SHIRLEY LN, CHELSEA, AL 35043 and CARLA A. WATKINS, whose address is 29 SHIRLEY LN, CHELSEA, AL 35043; husband and wife (referred to below as "Grantor") and AmSouth Bank, whose address is Inverness Office, 102 Inverness Plaza, Birmingham, AL 35243 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated November 20, 1996 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED ON DEC. 13, 1996 IN SHELBY COUNTY, ALABAMA IN MORTGAGE INSTRUMENT #1996-40960/AMENDED IN INSTRUMENT # 1998-49274.

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

See EXHIBIT A, which is attached to this Modification and made a part of this Modification as if fully set forth herein.

The Real Property or its address is commonly known as 29 SHIRLEY LN, CHELSEA, AL 35043.


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 \$33,000 to \$60,000.

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 DECEMBER 28, 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:

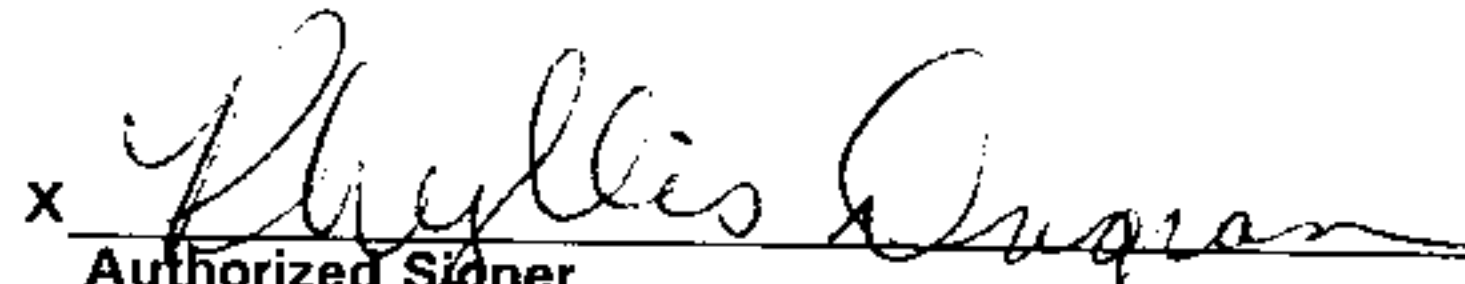


CHARLES R. WATKINS, Individually (Seal)

x 

CARLA A. WATKINS, Individually (Seal)

LENDER:

x 

Authorized Signer (Seal)

This Modification of Mortgage prepared by:

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

**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 **CHARLES R. WATKINS and CARLA A. WATKINS**, 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 2nd day of January, 20 01.

**MY COMMISSION EXPIRES
December 11, 2002**

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 2nd day of January, 20 01.

**MY COMMISSION EXPIRES
December 11, 2002**

Notary Public

My commission expires _____

Watkins

EXHIBIT "A"

Lot 5-A, according to a resurvey of Lots 4 and 5 of Yellowleaf Subdivision, as recorded in Map Book 13, page 46 in the Probate Office of Shelby County, Alabama.

ALSO a 60 foot road easement being more particularly described as follows:

Begin at the SW corner of Lot 5A of a resurvey of Lots 4 and 5 of Yellowleaf Subdivision as recorded in Map Book 13, page 46 in the Office of the Judge of Probate of Shelby County, Alabama; thence run Southeasterly along the Southerly line of said lot 5A 178.07 feet; thence turn right 90 degrees 00' and run Southwesterly 60.00 feet to a point on the Southerly line of Lot 4A; thence turn right 90 degrees 00' and run Northwesterly along the Southerly line of said Lot 4A 178.07 feet to a point on the Easterly right of way line of County Road #39; thence turn right 90 degrees 00' and run northeasterly along said right of way 60.00 feet to point of beginning.

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01/08/2001-00680
10:31 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 CJ1 57.50

Inst # 1996-40960

12/13/1996-40960
08:56 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
006 MCD 36.00