

WHEN RECORDED MAIL TO:

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

Inst # 2001-01578

01/16/2001-01578
01:26 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 CJ1 62.00

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated January 5, 2001, is made and executed between MARK H. FOGLE, whose address is 60 CAMP BRANCH RD, ALABASTER, AL 35007 and LEE H. FOGLE, whose address is 60 CAMP BRANCH RD, ALABASTER, AL 35007; husband and wife (referred to below as "Grantor") and AmSouth Bank, whose address is Pelham Office, 2228 Pelham Parkway, Pelham, AL 35124 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated August 23, 1999 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED ON AUG 22, 2000 IN SHELBY COUNTY, ALABAMA, IN INSTRUMENT # 2000-287277.

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

A PARCEL OF LAND IN THE SW 1/4 OF THE NW 1/4 OF SECTION 16, TOWNSHIP 21 SOUTH, RANGE 2 WEST, SHELBY COUNTY, ALABAMA; DESCRIBED AS FOLLOWS: COMMENCE AT THE NW CORNER OF SAID 1/4-1/4 SECTION, THENCE RUN EAST ALONG THE NORTH 1/4-1/4 LINE 665.60 FEET TO TH POINT OF BEGINNING; THENCE CONTINUE LAST COURSE 412.00 FEET, THENCE TURN RIGHT 93 DEG 01' 50" AND RUN S 318.47, THENCE TURN RIGHT 71 DEG 33' 43" AND RUN SW 316.65 FEET, THENCE TURN RIGHT 92 DEG 48' 27" AND RUN NW 412.08 FEET TO THE POINT OF BEGINNING.

The Real Property or its address is commonly known as 60 CAMP BRANCH RD, 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 \$48,000 to \$80,000.

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 JANUARY 5, 2001. 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 Mark H. Fogle (Seal)
MARK H. FOGLE, Individually

x Lee Fogle (Seal)
LEE H. FOGLE, Individually

LENDER:

x Chris Seal (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

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

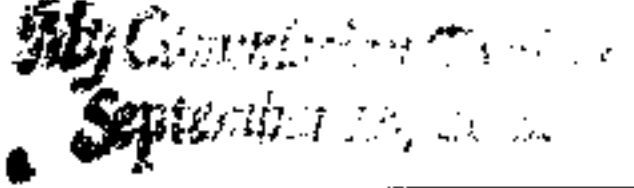
MODIFICATION OF MORTGAGE
(Continued)

Page 2

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 **MARK H. FOGLE and LEE H. FOGLE**, 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 5th day of January, 2001
 Notary Public

My commission expires September 11, 2002

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 6th day of January, 2001
 Notary Public

MY COMMISSION EXPIRES
December 11, 2002
My commission expires _____

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