

WHEN RECORDED MAIL TO:

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

Inst # 2001-02097

20002781339060  
070499307611

01/19/2001-02097  
09:54 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
21.50

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated October 18, 2000, is made and executed between SHERRY H. BANKS, whose address is 521 WARRIOR DR, ALABASTER, AL 35007; unmarried (referred to below as "Grantor") and AmSouth Bank, whose address is Birmingham Main Office, 1900 5th Avenue North, Birmingham, AL 35203 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated July 27, 1998 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

AUGUST 3, 1998 SHELBY COUNTY MORTGAGE BOOK 1998 - 29438.

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 PARK PLACE, AS RECORDED IN MAP BOOK 15 PAGE 47 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA; BEING SITUATED IN SHELBY COUNTY, ALABAMA.

The Real Property or its address is commonly known as 521 WARRIOR DR, ALABASTER, AL 35007.

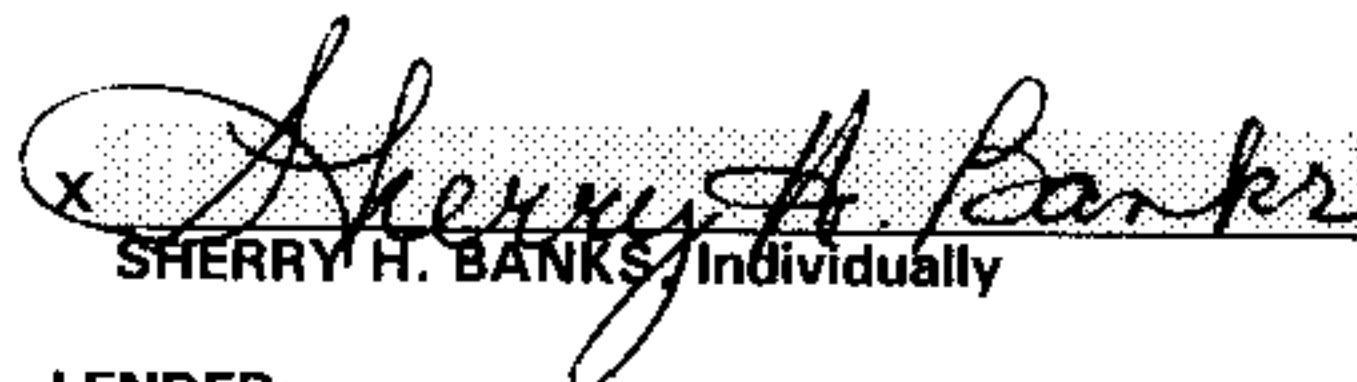
MODIFICATION. Lender and Grantor hereby modify the Mortgage as follows:

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 \$15,000.00 to \$20,000.00.

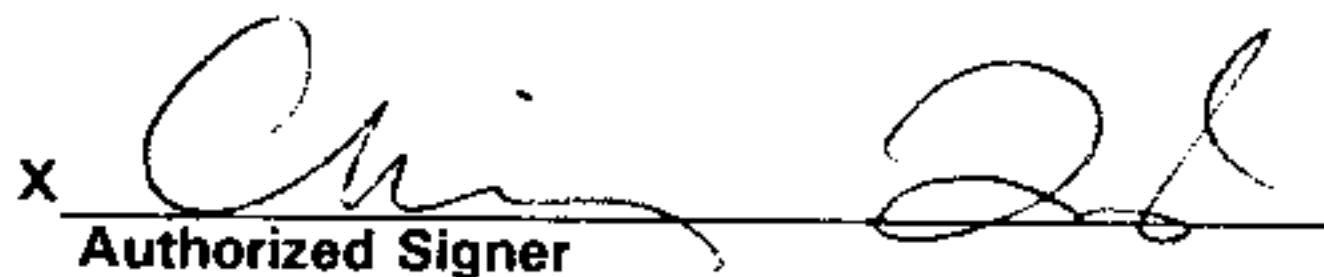
CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right 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 OCTOBER 18, 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)  
SHERRY H. BANKS Individually

LENDER:

x  (Seal)  
Authorized Signer

This Modification of Mortgage prepared by:

Name: VICTORIA RABY  
Address: P.O. BOX 830721  
City, State, ZIP: BIRMINGHAM, AL 35283

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 **SHERRY H. BANKS**, 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 19th day of October, 2000.

Sharon Allen  
Notary Public

My commission expires May 23, 2004  
NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
BONDED THROUGH NOTARY PUBLIC UNDERWRITERS

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 9th day of Jan, 2001.

Sharon Allen  
Notary Public

My commission expires \_\_\_\_\_  
MY COMMISSION EXPIRES  
December 11, 2002

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09:54 AM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE  
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