

WHEN RECORDED MAIL TO:

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

Inst # 2001-02786

01/25/2001-02786
01:23 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 CJI 77.00

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SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated December 5, 2000, is made and executed between **PETER N. JAMES**, whose address is **315 SEASON RD, STERRETT , AL 35147** and **GEORGIA ANASTASIA JAMES**, whose address is **315 SEASON RD, STERRETT , AL 35147**; husband and wife (referred to below as "Grantor") and **AmSouth Bank**, whose address is **Cahaba Heights Office, 3179 Green Valley Road, Birmingham, AL 35243** (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated August 28, 1998 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED ON SEPT. 24, 1998 IN SHELBY COUNTY, ALABAMA IN INSTRUMENT # 1998-37278/AMENDED TO \$40,000 IN INSTRUMENT # 1998-50165.

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 **315 SEASON RD, STERRETT , AL 35147.**

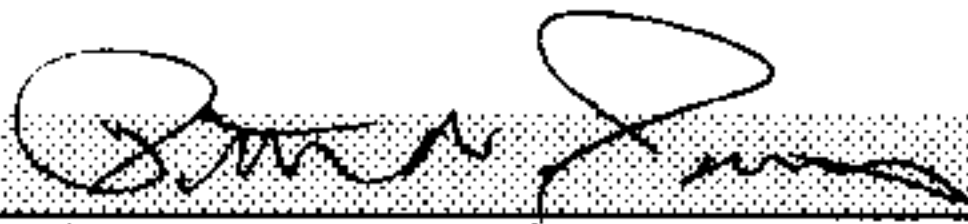
MODIFICATION. Lender and Grantor hereby modify the Mortgage as follows:

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 \$40,000 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 DECEMBER 5, 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)
PETER N. JAMES, Individually

X  (Seal)
GEORGIA ANASTASIA JAMES, 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

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 **PETER N. JAMES** and **GEORGIA ANASTASIA JAMES**, 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 5 day of December, 2000.

Elsie Clark
Notary Public

NOTARY PUBLIC STATE OF ALABAMA AT LARGE.
MY COMMISSION EXPIRES 11-11-2002.
BONDED TO THE STATE OF ALABAMA.

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 15th day of Jan, 2001.

[Signature]
Notary Public

MY COMMISSION EXPIRES
December 11, 2002

My commission expires _____

RETURN TO:
ATTN: LAURA BANKS
SOUTH BANK
CIC DEPT. / RCN - 4
P. O. BOX 830721
BIRMINGHAM, AL 35283

EXHIBIT "A"

Commence at the Northeast corner of the NW 1/4 of the SW 1/4 of Section 6, Township 19 South, Range 1 East; run thence South 89 deg. 26 min. 57 sec. West along the north line of said SW 1/4 for 168.86 feet to the Point of Beginning; run thence North 05 deg. 53 min. 53 sec. West for 198.26 feet; run thence North 0 deg. 40 min. 21 sec. West for 200.77 feet; run thence North 22 deg. 07 min. 56 sec. West for 49.94 feet; run thence South 13 deg. 10 min. 38 sec. West for 63.92 feet; run thence South 07 deg. 34 min. 26 sec. West for 87.60 feet; run thence South 08 deg. 16 min. 39 sec. East for 83.56 feet; run thence South 01 deg. 09 min. 40 sec. East for 104.86 feet; run thence South 08 deg. 43 min. 17 sec. West for 72.74 feet; run thence North 89 deg. 45 min. 23 sec. West for 189.24 feet; run thence North 66 deg. 27 min. 55 sec. West for 47.13 feet; run thence South 57 deg. 10 min. 32 sec. West for 109.34 feet to the north line of said SW 1/4; run thence South 89 deg. 25 min. 13 sec. West along the north line of said SW 1/4 for 106.02 feet to the NW 1/4 of the East 1/2 of the NW 1/4 of the SW 1/4 of said Section 6; run thence South 0 deg. 05 min. 22 sec. East along the West line of the East 1/2 of the NW 1/4 of the SW 1/4 of said Section 6 for 908.23 feet; run thence North 68 deg. 07 min. 55 sec. East for 381.84 feet; run thence North 70 deg. 58 min. 48 sec. East for 88.35 feet; run thence North 06 deg. 30 min. 18 sec. West for 254.86 feet to the right bank of an existing creek; run thence North 65 deg. 13 min. 19 sec. West along said creek for 8.81 feet; run thence North 40 deg. 09 min. 39 sec. West along said creek for 18.04 feet; run thence North 30 deg. 10 min. 31 sec. West along said creek for 41.92 feet; run thence North 31 deg. 37 min. 34 sec. West along said creek for 55.27 feet; run thence North 16 deg. 32 min. 43 sec. East along said creek for 42.75 feet; run thence North 04 deg. 34 min. 28 sec. East along said creek for 28.96 feet; run thence North 45 deg. 55 min. 31 sec. East along said creek for 41.91 feet to the shore of a pond; run thence South 66 deg. 13 min. 50 sec. East along said shore for 22.12 feet; run thence North 75 deg. 59 min. 16 sec. East along said shore for 24.97 feet; run thence North 10 deg. 00 min. 25 sec. West for 54.61 feet; run thence South 83 deg. 05 min. 25 sec. East for 131.16 feet to the shore of the above mentioned pond; run thence North 40 deg. 57 min. 04 sec. West along said shore for 39.20 feet; run thence North 25 deg. 08 min. 51 sec. West along said shore for 40.81 feet; run thence North 19 deg. 40 min. 42 sec. West along said shore for 57.34 feet; run thence North 04 deg. 56 min. 27 sec. West along said shore for 39.08 feet; run thence North 11 deg. 24 min. 20 sec. West along said shore for 83.98 feet; run thence North 65 deg. 16 min. 51 sec. East for 29.37 feet to the point of beginning. Said land being in the SW 1/4 and the NW 1/4 of Section 6, Township 19 South, Range 1 East, Shelby County, Alabama; being situated in Shelby County, Alabama.

Inst # 1994-37296

12/25/2001-02786
001:23 PM CERTIFIED
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003 C31 77.00

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