

RECORDER'S MEMORANDUM
At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction.

03-05-01

WHEN RECORDED MAIL TO:

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

20010441855450
070499325829

2001-08603

ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated February 28, 2001 is made and executed between LARRY D. CHANDLER, whose address is 2648 BUTTEWOODS DR, BIRMINGHAM, AL 35242 and KELLEY M. CHANDLER, whose address is 2648 BUTTEWOODS DR, BIRMINGHAM, AL 35242 (husband and wife (referred to below as "Grantor") and AmSouth Bank, whose address is 1020 17th Street, Birmingham, AL 35243 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated October 27, 1999 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED ON JAN 15, 1999 IN SHELBY COUNTY, ALABAMA, MAP BOOK 5, PAGE 1, INSTRUMENT NO. 2141

REAL PROPERTY DESCRIPTION. The Mortgage covers the following described real property in SHELBY County, State of Alabama: LOT 38, ACCORDING TO THE SURVEY OF BUTTEWOODS DR, BIRMINGHAM, ALABAMA, MAP BOOK 5, PAGE 1, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

The Real Property or its address is commonly known as 2648 BUTTEWOODS DR, BIRMINGHAM, AL 35242

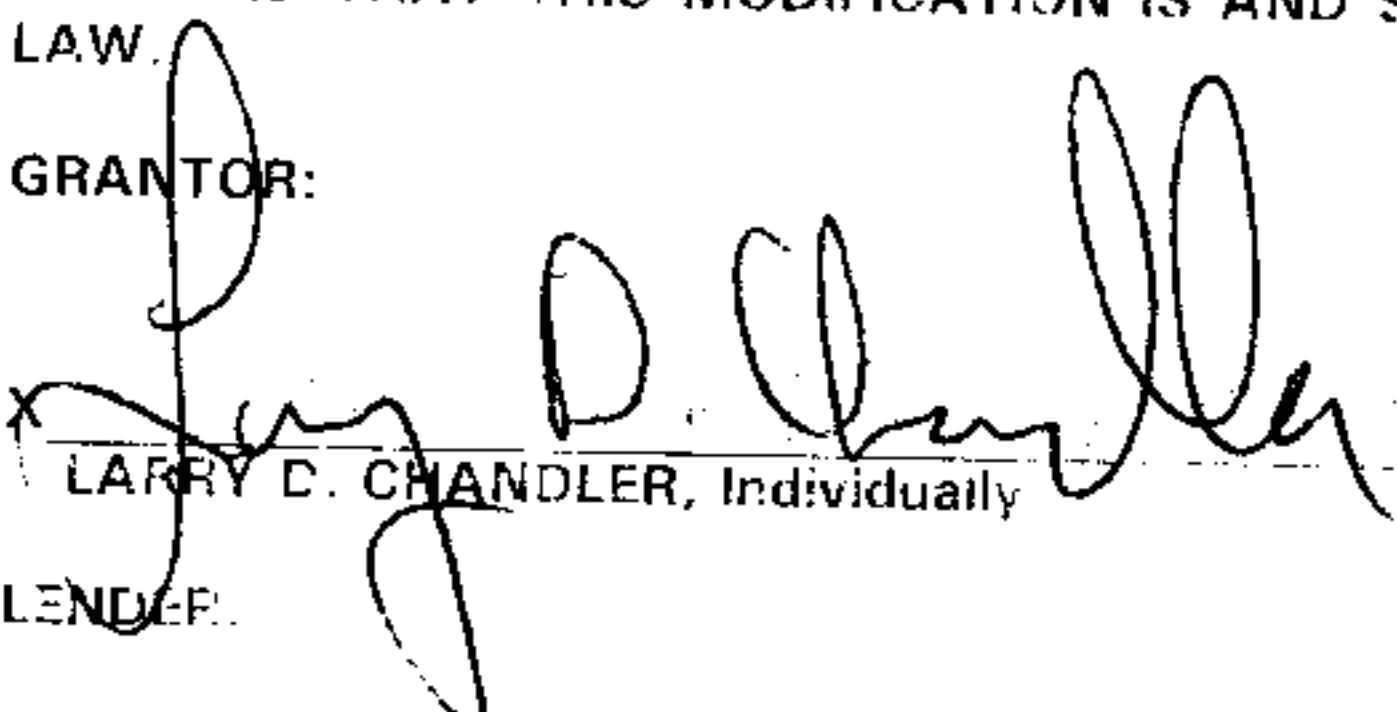
MODIFICATION. Lender and Grantor hereby modify the Mortgage as follows:

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) shall be increased from \$41,000 to \$68,738.

CONTINUING VALIDITY. Except as expressly modified above, all terms, conditions and covenants of the Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their face. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the obligations of the Mortgage. Nothing in this Modification shall constitute a satisfaction of the obligations of the Mortgage (the "Note"). It is the intention of Lender to retain as liable all persons who have signed the Note, including accommodation makers, unless a party is expressly released by Lender. Lender, its agents, attorneys, and indorsers to the Note, including accommodation makers, shall not be released by virtue of this Modification. It is acknowledged that the Mortgage does not sign this Modification, then all persons signing below acknowledge that this Modification is given under seal and that the non-signing person consents to the changes and provisions of this Modification. This waiver applies not only to any initial extension or modification, but also to all future extensions.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED FEBRUARY 28, 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:


LARRY D. CHANDLER, Individually

 (Seal)

LENDER:

X
Authorized Signer

This Modification of Mortgage prepared by:

Name: ANTHONY J. GRIFFIN
Address: P.O. Box 830721
City, State: Birmingham, AL 35283

Inst # 2001-08603
03/12/2001-08603
11:45 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 DLH 55.70

ACKNOWLEDGMENT

STATE OF Alabama

COUNTY OF Shelby

I, the undersigned authority, a Notary Public in and for the State of Alabama, do hereby certify that HARRY D. CHANDLER and KELLEY M. CHANDLER, whose names are signed to the foregoing instrument, have appeared before me on this day that, being duly informed of the contents of said instrument, they have executed the same voluntarily for and as the act of said parties.

Given under my hand and official seal this _____ day of _____, 2001.

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Jan. 22, 2003
BONDED THRU NOTARY PUBLIC UNDERWRITERS

My commission expires _____

I, the undersigned authority, a Notary Public in and for the State of Alabama, do hereby certify that HARRY D. CHANDLER and KELLEY M. CHANDLER, whose names are signed to the foregoing instrument, have appeared before me on this day that, being duly informed of the contents of said instrument, they have executed the same voluntarily for and as the act of said parties.

[Signature]
Notary Public

ACKNOWLEDGMENT

STATE OF Ala

COUNTY OF Shelby

I, the undersigned authority, a Notary Public in and for the State of Alabama, do hereby certify that _____, whose name is signed to the foregoing instrument, has appeared before me on this day that, being duly informed of the contents of said instrument, he/she has executed the same voluntarily for and as the act of said party.

Given under my hand and official seal this _____ day of _____, 2001.

 MY COMMISSION EXPIRES
December 11, 2002

My commission expires _____

I, the undersigned authority, a Notary Public in and for the State of Alabama, do hereby certify that _____, whose name is signed to the foregoing instrument, has appeared before me on this day that, being duly informed of the contents of said instrument, he/she has executed the same voluntarily for and as the act of said party.

[Signature]
Notary Public