

03-04-01

WHEN RECORDED MAIL TO:

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

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

20010311022100
 070499288147

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated March 2, 2001, is made and executed between PAUL G. JONES, whose address is 2920 DUBLIN DR N, HELENA, AL 35080 and TRACY G. JONES, A.K.A. TRACY JEAN GOOSETREE-JONES, whose address is 2920 DUBLIN DR N, HELENA, AL 35080; husband and wife (referred to below as "Grantor") and AmSouth Bank, whose address is 1235 First Street North, Alabaster, AL 35007 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated March 2, 1909 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

MORTGAGE RECORDED SEPTEMBER 24, 1999, SHELBY COUNTY, O.R. BOOK 1999, PAGE 39864.

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

LOT 5 ACCORDING TO THE SURVEY OF BRAELINN VILLAGE PHASE I AS RECORDED IN MAP BOOK 11 PAGE 100 IN THE PROBATE OFFICE OF SHELBY COUNTY ALABAMA BEING SITUATED IN SHELBY COUNTY ALABAMA.

The Real Property or its address is commonly known as 2920 DUBLIN DR N, HELENA, AL 35080.

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 \$33,000.00 to \$56,000.00.

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 MARCH 2, 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 Paul G. Jones (Seal)
 PAUL G. JONES, Individually

x Tracy G. Jones (Seal)
 TRACY G. JONES, Individually

LENDER:

x Phillip Ingram (Seal)
 Authorized Signer

This Modification of Mortgage prepared by:

Name: COLANDA WILLIAMS
 Address: P.O. BOX 830721
 City, State, ZIP: BIRMINGHAM, AL 35283

Inst # 2001-08705

03/13/2001-08705
 07:51 AM CERTIFIED
 SHELBY COUNTY JUDGE OF PROBATE
 002 DLH 48.50

MODIFICATION OF MORTGAGE
(Continued)

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INDIVIDUAL ACKNOWLEDGMENT

STATE OF Alabama)
COUNTY OF Shelby) SS
)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **PAUL G. JONES and TRACY G. JONES**, 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 2 day of March, 20 01.

NOTARY PUBLIC STATE OF ALABAMA AT LARGE

MY COMMISSION EXPIRES: Oct 27, 2004

My commission expires BONDED THRU NOTARY PUBLIC UNDERWRITER

[Signature]
Notary Public

LENDER ACKNOWLEDGMENT

STATE OF Alabama)
COUNTY OF Jefferson) SS
)

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 March, 20 01.



MY COMMISSION EXPIRES
December 11, 2002

My commission expires

[Signature]
Notary Public