

Inst # 2001-11029

03-19-01

WHEN RECORDED MAIL TO:

AmSouth Bank
Attn: Larry Daniels
P.O. Box 830721
Birmingham, AL 35283

03/26/2001-11029
01:17 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 MB 60.00

20010431525161
070499326819

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated March 16, 2001, is made and executed between PATRICIA K. NICHOLAS, F/K/A PATRICIA K. MARQUIS, whose address is 3838 ALEXANDER RD, QUINTON, AL 35130 and ALFRED W. NICHOLAS, JR., whose address is 3838 ALEXANDER RD, QUINTON, AL 35130; wife and husband (referred to below as "Grantor") and AmSouth Bank, whose address is 1304 Tomahawk Road, Birmingham, AL 35214 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated June 29, 1999 (the "Mortgage") which has been recorded in JEFFERSON County, State of Alabama, as follows:

RECORDED ON SEPT 1, 1999 IN SHELBY COUNTY, ALABAMA IN MORTGAGE BOOK 9912, PAGE 0093.

REAL PROPERTY DESCRIPTION. The Mortgage covers the following described real property located in JEFFERSON 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 3838 ALEXANDER RD, QUINTON, AL 35130.

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 \$67,976.

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 16, 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 Patricia K. Nicholas (Seal)
PATRICIA K. NICHOLAS, Individually

X Alfred W. Nicholas Jr. (Seal)
ALFRED W. NICHOLAS, JR., Individually

LENDER:

X Linda R. [Signature] (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

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COUNTY OF Jefferson

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I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **PATRICIA K. NICHOLAS and ALFRED W. NICHOLAS, JR.**, 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 16 day of March, 2001.

Donna R. Rott
Notary Public

My commission expires My Commission Expires August 11, 2003

LENDER ACKNOWLEDGMENT

STATE OF Alabama

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) SS

COUNTY OF Jefferson

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I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Linda Rott 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 16th day of March, 2001.

Linda G. Rott
Notary Public

My commission expires My Commission Expires December 11, 2002

Exhibit A

Lawyers Title
Insurance Corporation
NATIONAL HEADQUARTERS
RICHMOND, VIRGINIA
SCHEDULE A - Paragraph 4
Commitment No.: 40569
Continuation

Commence at the Southwest corner of the NE 1/4 of the NE 1/4 of Section 29, Township 16 South, Range 5 West, and run south 585.00 feet along the 1/4 mile line to the point of beginning; thence turn right 90 degrees, 00 minutes, and run west 305.00 feet; thence turn left 4 degrees, 40 minutes, and run westerly 175.00 feet; thence turn left 90 degrees, 00 minutes, and run southerly 200.00 feet; thence turn left 90 degrees, 00 minutes, and run easterly 175.00 feet; thence turn left 90 degrees, 00 minutes, and run northerly 169.9 feet; thence turn right 94 degrees, 40 minutes, and run easterly 302.55 feet to a point on the 1/4 mile line; thence turn left 90 degrees, 00 minutes and run north 30.00 feet to the point of beginning.

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SHELBY COUNTY JUDGE OF PROBATE
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This commitment is invalid unless the insuring
Provisions and Schedules A and B are attached.

RECEIVED TIME JUN. 7. 4:01PM