

WHEN RECORDED MAIL TO:

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

20011710934320
070499407064

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated July 5, 2001, is made and executed between JOHN M. SLAUGHTER, whose address is 111 STILLWOOD DR, COLUMBIA , AL 35051 and GINGER A. SLAUGHTER, whose address is 111 STILLWOOD DR, COLUMBIA , AL 35051; husband and wife (referred to below as "Grantor") and AmSouth Bank, whose address is 102 Inverness Plaza, Birmingham, AL 35243 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated December 3, 1999 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

MORTGAGE RECORDED DECEMBER 15, 1999, SHELBY COUNTY, O.R. BOOK 1999, PAGE 50443.

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

LOT 3, ACCORDING TO THE SURVEY OF STILLWOOD ESTATES, AS RECORDED IN MAP EOOK 11, PAGE 54, PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

The Real Property or its address is commonly known as 111 STILLWOOD DR, COLUMBIA , AL 35051.

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 \$60,000.00 to \$90,500.00.

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 endorers 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 JULY 5, 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  (Seal)
JOHN M. SLAUGHTER, Individually

X  (Seal)
GINGER A. SLAUGHTER, Individually

LENDER:

X  (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

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

Inst # 2001-29911

07/19/2001-29911

09:36 AM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE

002 MSB 59.75

MODIFICATION OF MORTGAGE
(Continued)

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INDIVIDUAL ACKNOWLEDGMENT

STATE OF Alabama

COUNTY OF Shelby

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) SS
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I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that JOHN M. SLAUGHTER and GINGER A. SLAUGHTER, 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 July, 2001

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

My commission expires

Christina Marie Edwards
Notary Public

LENDER ACKNOWLEDGMENT

STATE OF Alabama

COUNTY OF Jefferson

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) SS
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I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Michelle Stephens 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 July, 2001

Robert J. Brown
Notary Public

My commission expires

**MY COMMISSION EXPIRES
December 11, 2002**

Inst # 2001-29911

07/19/2001-29911

09:36 AM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE

002 KSB 59.75