

1/15/02

**WHEN RECORDED MAIL TO:**

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

Inst # 2002-05135

01/30/2002-05135  
12:52 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE

002 CH 51.50

20026031454110  
070499354345

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

**MODIFICATION OF MORTGAGE**

THIS MODIFICATION OF MORTGAGE dated January 11, 2002, is made and executed between JANICE M JOHNSON, whose address is 421 DOVECOTE CIRCLE, BIRMINGHAM, AL 35244 and MICHAEL JOHNSON, whose address is 421 DOVECOTE CIRCLE, BIRMINGHAM, AL 35244; wife and husband (referred to below as "Grantor") and AmSouth Bank, whose address is 2653 Valleydale Road, Birmingham, AL 35244 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated March 22, 1999 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED APRIL 26, 1999 IN SHELBY COUNTY, ALABAMA BOOK INSTRUMENT# 1999-17365.

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

LOT 15-A, BLOCK 1, ACCORDING TO A RESURVEY OF LOTS 15 AND 16, HAVENWOOD PARK, 1ST SECTOR, AS RECORDED IN MAP BOOK 9, PAGE 149, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA. MINERAL AND MINING RIGHTS EXCEPTED.

The Real Property or its address is commonly known as 421 DOVECOTE CIRCLE, BIRMINGHAM, AL 35244.


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 \$25,000.00 to \$50,000.00.

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 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.

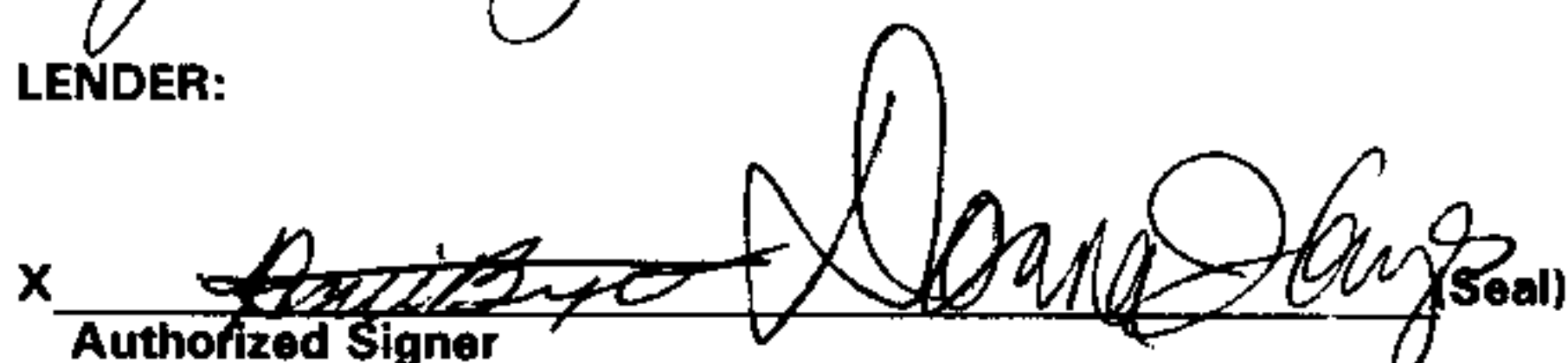
GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED JANUARY 11, 2002. THIS MODIFICATION IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS MODIFICATION IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.

GRANTOR:

X  (Seal)  
JANICE M JOHNSON, Individually

X  (Seal)  
MICHAEL JOHNSON, Individually

LENDER:

X  (Seal)  
Authorized Signer

This Modification of Mortgage prepared by:

Name: CRISTY DUTTON  
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 **JANICE M JOHNSON** and **MICHAEL JOHNSON**, 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 14<sup>th</sup> day of January, 2002

Sandra J. Jones Ackley  
Notary Public

My commission expires NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: Oct 4, 2005  
BONDED THRU NOTARY PUBLIC UNDERWRITERS

LENDER ACKNOWLEDGMENT

STATE OF Alabama )  
 ) SS  
COUNTY OF Jefferson )

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Donna Hayes 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 15<sup>th</sup> day of January, 2002

Leah J. Bogus  
Notary Public

My commission expires MY COMMISSION EXPIRES  
December 11, 2002

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