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WHEN RECORDED MAIL TO:

AmSouth Bank
Oxmoor Valley Office
601 Lakeshore Parkway
Birmingham, AL 35209

20021161231290
070499357434

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated May 3, 2002, is made and executed between DOUGLAS W. CLICK, whose address is 1723 NATIVE DANCER DRIVE, HELENA, AL 35080 and MELANIE B. CLICK, whose address is 1723 NATIVE DANCER DRIVE, HELENA, AL 35080; husband and wife (referred to below as "Grantor") and AmSouth Bank, whose address is 601 Lakeshore Parkway, Birmingham, AL 35209 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated April 7, 1999 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED ON APRIL 26, 1999 IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA, INSTRUMENT #1999-17367.

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

LOT 11, ACCORDING TO THE MAP OF DEARING DOWNS, 10TH ADDITION, AS RECORDED IN MAP BOOK 14, PAGE 86 A & B, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

The Real Property or its address is commonly known as 1723 NATIVE DANCER DRIVE, 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 \$10,000 to \$30,000.

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 MAY 3, 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 Douglas W. Click (Seal)
DOUGLAS W. CLICK, Individually

x Melanie B. Click (Seal)
MELANIE B. CLICK, Individually

LENDER:

Kevin A. Budge
Jay Schmatky (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

Name: PAM MEARS
Address: P.O. BOX 830721
City, State, ZIP: BIRMINGHAM, AL 35283

MODIFICATION OF MORTGAGE
(Continued)

20020517000234960 Pg 2/2 44.00
Shelby Cnty Judge of Probate, AL
05/17/2002 11:33:00 FILED/CERTIFIED

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INDIVIDUAL ACKNOWLEDGMENT

STATE OF Alabama

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COUNTY OF Jefferson

) SS

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I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **DOUGLAS W. CLICK and MELANIE B. CLICK, husband and wife**, 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 3 day of May, 2002.

Jan C. Register
Notary Public

My commission expires April 17, 2003

LENDER ACKNOWLEDGMENT

STATE OF Alabama

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COUNTY OF Jefferson

) SS

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I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Adrienne A. Domino 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 24th day of May, 2002.

Adrienne A. Domino
Notary Public

My commission expires 02/05/02