WHEN RECORDED MAIL TO:

AmSouth Bank Attn: Laure Bunks P.O. Box 830721 Birminghern, Al. 35283

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

## **MODIFICATION OF MORTGAGE**

THIS MODIFICATION OF MORTGAGE IS DATED MARCH 25, 1999, BETWEEN LARRY J. GLOVER and CAROL D. GLOVER, HUSBAND AND WIFE, (referred to below as "Grantor"), whose address is 6733 REMINGTON CIRCLE, PELHAM, AL 35124; and AmSouth Bank (referred to below as "Lender"), whose address is 109 Hueytown Plaza, Hueytown, AL 35023.

MORTGAGE. Grantor and Lender have entered into a mortgage dated January 31, 1997 (the "Mortgage") recorded in SHELBY County, State of Alabama as follows:

RECORDED MARCH 13, 1997 IN THE OFFICE OF THE JUDGE OF PROBATE, SHELBY COUNTY, ALABAMA IN BOOK 1997, PAGE 07849.

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

LOT 16, ACCORDING TO THE SURVEY OF QUAIL RUN, PHASE III, AS RECORDED IN MAP BOOK 7, PAGE 159 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

The Real Property or its address is commonly known as 6733 REMINGTON CIRCLE, PELHAM, AL 35124.

MODIFICATION. Grantor and Lender 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 \$ 95,000\_..

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect. 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.

EACH GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE, AND EACH GRANTOR AGREES TO ITS TERMS.

CAUTION -- IT IS IMPORTANT THAT YOU THOROUGHLY READ THE CONTRACT BEFORE YOU SIGN IT.

**GRANTOR:** 

LENDER:

AmSouth Bank

Authorized Of

CAROL D. GLOVER

Inst # 1999-15145

04/09/1999-15145 PM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE

93.50

OOS CRH

Name: GERALDINE J. FORD

| 03-25-1999 |    |          |
|------------|----|----------|
| Loan       | No | CU457460 |

## MODIFICATION OF MORTGAGE

(Continued)

Address: P. O. BOX 830721

City, State, ZIP: BIRMINGHAM, AL 35283

## INDIVIDUAL ACKNOWLEDGMENT

COUNTY OF

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that LARRY J. GLOVER and CAROL D. GLOVER, 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. 

Page 2

MY COMMISSION EXPIRES AUGUST 14, 1989 My commission expires

## LENDER ACKNOWLEDGMENT

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I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Hycia Given under my hand and official seal this \_\_\_\_\_\_ 35tt

MY COMMISSION EXPIRES AUGUST 14, 1988 My commission expires

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Inst # 1999-15145

04/09/1999-15145 12:27 PM CERTIFIED SHELBY COUNTY JUDGE OF PROBATE 93.50 002 CRH