

**WHEN RECORDED MAIL TO:**

AmSouth Bank  
Attn: Legal Dept  
P.O. Box 99721  
Birmingham, AL 35283

070499231951

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

**MODIFICATION OF MORTGAGE**

THIS MODIFICATION OF MORTGAGE IS DATED OCTOBER 5, 1999, BETWEEN SCOTT STOLTZNER, UNMARRIED, (referred to below as "Grantor"), whose address is 339 CHASE PLANTATION CIR, HOOVER, AL 35244; and AmSouth Bank (referred to below as "Lender"), whose address is 1849 Montgomery Highway, Birmingham, AL 35244.

**MORTGAGE.** Grantor and Lender have entered into a mortgage dated June 24, 1997 (the "Mortgage") recorded in SHELBY County, State of Alabama as follows:

JULY 09, 1997; SHELBY COUNTY; BOOK 1997, PAGE 21475.

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

LOT 20-A, ACCORDING TO A RESURVEY OF LOTS 15, 16, 17, 18, 19 AND 20, CHASE PLANTATION, 3RD SECTOR, AS RECORDED IN MAP BOOK 9, PAGE 118, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

The Real Property or its address is commonly known as 339 CHASE PLANTATION CIR, HOOVER, AL 35244.

**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 \$ 10,000.00 to \$ 15,000.00..

**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:**

X   
SCOTT STOLTZNER

**LENDER:**

AmSouth Bank

By:   
Authorized Officer

Inst # 1999-43381

10/20/1999-43381  
10:21 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE

002 NMS 18.50

This Modification of Mortgage prepared by:

Name: EDNA CHAPPELL  
Address: P. O. BOX 830721  
City, State, ZIP: BIRMINGHAM, AL 35283

**INDIVIDUAL 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 SCOTT STOLTZNER, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said Modification, he or she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 5 day of October 1999  
Natalie M Smith  
Notary Public

My commission expires \_\_\_\_\_  
NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: Mar. 11, 2003  
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 \_\_\_\_\_  
Given under my hand and official seal this 5 day of October 1999  
Natalie M Smith  
Notary Public

My commission expires \_\_\_\_\_  
NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: Mar. 11, 2003  
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