

11/7

**WHEN RECORDED MAIL TO:**

AmSouth Bank  
Attn: Laura Banks  
P.O. Box 830721  
Birmingham, AL 35283

070499285015

1999 NOV 10 AM 8:05

Inst # 1999-48468

12/01/1999-48468  
09:49 AM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE

002 CJI 48.50

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

**MODIFICATION OF MORTGAGE**

THIS MODIFICATION OF MORTGAGE IS DATED NOVEMBER 8, 1999, BETWEEN CYNTHIA R. MCINTYRE and W. THOMAS MCINTYRE, WIFE AND HUSBAND (referred to below as "Grantor"), whose address is 3615 STRATFORD LANE, BIRMINGHAM, AL 35242; and AmSouth Bank (referred to below as "Lender"), whose address is 200 Corporate Ridge, Birmingham, AL 35242.

MORTGAGE. Grantor and Lender have entered into a mortgage dated April 22, 1998 (the "Mortgage") recorded in SHELBY County, State of Alabama as follows:

RECORDED ON MAY 7, 1998 IN SHELBY COUNTY, ALABAMA, INSTRUMENT # 1998-16684.

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

LOT 37, ACCORDING TO THE SURVEY OF MEADOWBROOK, 5TH SECTOR, 1ST PHASE AS RECORDED IN MAP BOOK 8, PAGE 109, IN THE OFFICE OF SHELBY COUNTY, ALABAMA.

The Real Property or its address is commonly known as 3615 STRATFORD LANE, BIRMINGHAM, AL 35242.

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 \$ 15,000 to \$ 40,000..


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:

X   
CYNTHIA R. MCINTYRE

X   
W. THOMAS MCINTYRE

LENDER:

AmSouth Bank

By:   
Authorized Officer

This Modification of Mortgage prepared by:

Name: ANDREA LOCKHART  
Address: P. O. BOX 830721  
City, State, ZIP: BIRMINGHAM, AL 35283

INDIVIDUAL ACKNOWLEDGMENT

STATE OF ALABAMA )

COUNTY OF Shelby ) SS

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that CYNTHIA R. MCINTYRE and W. THOMAS MCINTYRE, 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 8<sup>th</sup> day of November, 19 99.

[Signature]  
Notary Public

My commission expires April 30, 2001

LENDER ACKNOWLEDGMENT

STATE OF Alabama )

COUNTY OF Shelby ) SS

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Laura Banks.

Given under my hand and official seal this 17 day of November, 19 99.

[Signature]  
Notary Public

MY COMMISSION EXPIRES  
December 11, 2002

My commission expires \_\_\_\_\_

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