

Inst # 2000-01298

01/12/2000-01298
09:40 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 NRS 47.75

WHEN RECORDED MAIL TO:

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

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE IS DATED NOVEMBER 5, 1999, BETWEEN JAMES R. BARRON and LINDA A. BARRON, HUSBAND AND WIFE, (referred to below as "Grantor"), whose address is 23 RED TIP LN, HELENA, AL 35080; and AmSouth Bank (referred to below as "Lender"), whose address is 1235 First Street North, Alabaster, AL 35007.

MORTGAGE. Grantor and Lender have entered into a mortgage dated January 9, 1998 (the "Mortgage") recorded in SHELBY County, State of Alabama as follows:

MORTGAGE RECORDED FEBRUARY 2, 1998, SHELBY COUNTY, BOOK 1998, PAGE 03313.

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

COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 20, RANGE 3 WEST, THENCE EAST ALONG THE NORTH LINE OF SAID FORTY FOR A DISTANCE OF 81 FEET FOR THE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED; CONINUE THE LAST NAMED COURSE FOR A DISTANCE OF 170 FEET TO A POINT; THENCE SOUTH AND PARALLEL WITH THE EAST LINE OF SAID FORTY A DISTANCE OF 155 FEET TO A POINT; THENCE WEST AND PARALLEL WITH THE NORTH LINE OF SAID FORTY FOR A DISTANCE OF 170 FEET TO A POINT; THENCE NORTH AND PARALLEL WITH THE EAST LINE OF SAID FORTY A DISTANCE OF 155 FEET TO THE ORIGINAL POINT OF BEGINNING.

The Real Property or its address is commonly known as **23 RED TIP LN, HELENA, AL 35080.**

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 \$ 17,000.00 to \$ 41,500.00.

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 James R. Barron
JAMES R. BARRON

X Linda A. Barron
LINDA A. BARRON

