

WHEN RECORDED MAIL TO:

AmSouth Bank
Attn: Laura Banks
P.O. Box #30721
Birmingham, AL 35283

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE IS DATED FEBRUARY 19, 1999, BETWEEN BRIAN ROXBURG DEVLIN, UNMARRIED, (referred to below as "Grantor"), whose address is 2850 BRIDLEWOOD TERRACE, HELENA, AL 35080, and AmSouth Bank (referred to below as "Lender"), whose address is 175 Main Street, Trussville, AL 35173.

MORTGAGE. Grantor and Lender have entered into a mortgage dated March 13, 1995 (the "Mortgage") recorded in SHELBY County, State of Alabama as follows:

RECORDED 03/28/95 IN THE OFFICE OF THE JUDGE OF PROBATE SHELBY COUNTY, ALABAMA. BOOK 1995 PAGE 07878

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

LOT 31, ACCORDING TO THE SURVEY OF BRIDLEWOOD PARC. SECTOR ONE, AS RECORDED IN MAP BOOK 17, PAGE 34, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

The Real Property or its address is commonly known as 2850 BRIDLEWOOD TERRACE, 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 \$ 100000.00 to \$ 120000.00.

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 endorers 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:


BRIAN ROXBURG DEVLIN

LENDER:

AmSouth Bank

By:


Authorized Officer

This Modification of Mortgage prepared by:

Inst # 1999-09235

03/05/1999-09235
11:17 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 CRH 41.00

02-19-1999

Loan No BU755000

MODIFICATION OF MORTGAGE
(Continued)Name: GERALDINE J. FORD
Address: P. O. BOX 830721
City, State, ZIP: BIRMINGHAM, AL 35283**INDIVIDUAL ACKNOWLEDGMENT**

STATE OF

ALABAMA

) SS

COUNTY OF

SHELBY

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that BRIAN ROXBURG DEVLIN, 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

19th

day of

FEBRUARY

19

99

Notary Public

MY COMMISSION EXPIRES APRIL 30, 2001

My commission expires

MY COMMISSION EXPIRES APRIL 30, 2001

LENDER ACKNOWLEDGMENT

STATE OF

Alabama

) SS

COUNTY OF

Shelby

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

19th

day of

February

19

99

Notary Public

MY COMMISSION EXPIRES JULY 23, 2001

My commission expires

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SHELBY COUNTY JUDGE OF PROBATE
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