

**WHEN RECORDED MAIL TO:**

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

Inst # 1999-15135

04/09/1999-15135  
11:50 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

**MODIFICATION OF MORTGAGE**

**THIS MODIFICATION OF MORTGAGE IS DATED MARCH 22, 1999, BETWEEN ALESSIO G. BOBBA and HELEN B. BOBBA, HUSBAND AND WIFE, (referred to below as "Grantor"), whose address is 3261 BROOK HIGHLAND TRCE, BIRMINGHAM, AL 35242; and AmSouth Bank (referred to below as "Lender"), whose address is 2228 Pelham Parkway, Pelham, AL 35124.**

**MORTGAGE.** Grantor and Lender have entered into a mortgage dated September 16, 1996 (the "Mortgage") recorded in SHELBY County, State of Alabama as follows:

**RECORDED OCTOBER 7, 1996 IN THE OFFICE OF THE JUDGE OF PROBATE, SHELBY COUNTY, ALABAMA IN BOOK 1996, PAGE 33274**

**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 BROOK HIGHLAND, 1ST SECTOR, AS RECORDED IN MAP BOOK 12, PAGE 62 A & B, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.**

The Real Property or its address is commonly known as **3261 BROOK HIGHLAND TRCE, 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 \$ 25,000\_ to \$ 75,000\_..**

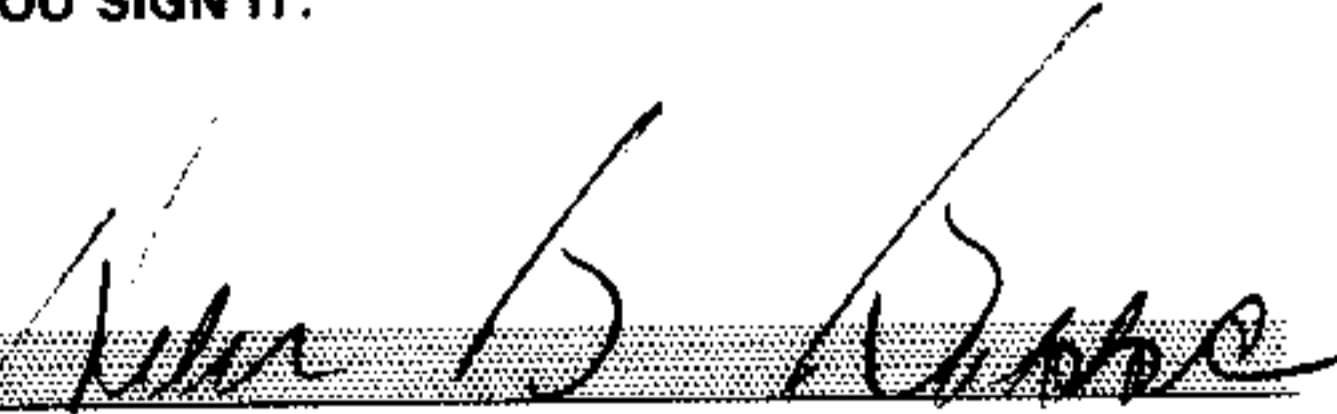
**CONTINUING VALIDITY.** Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Mortgage as changed above nor obligate Lender 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.**

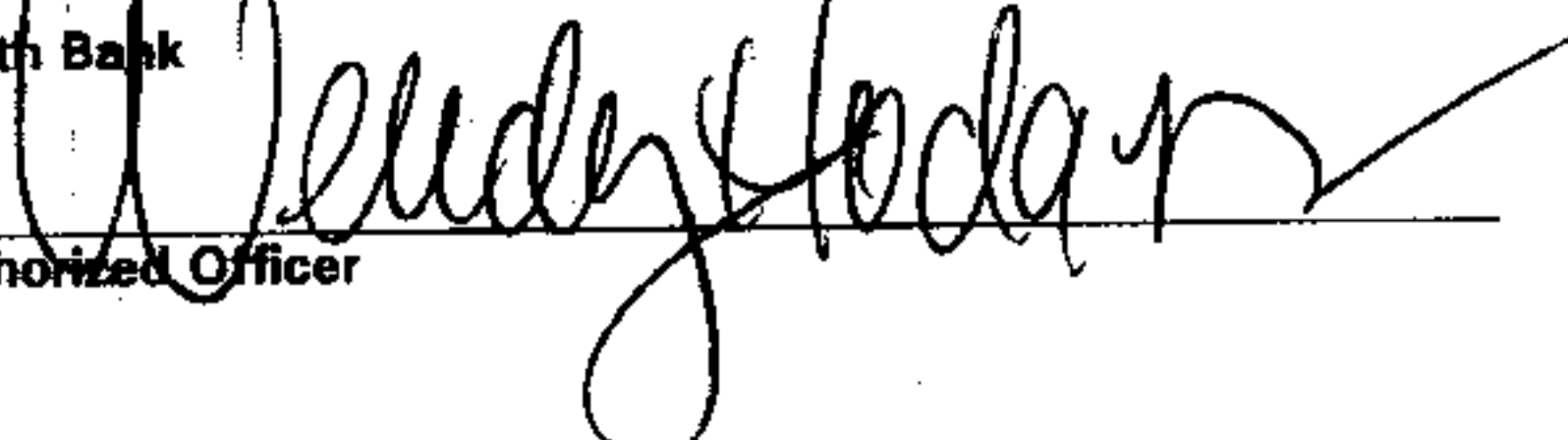
**CAUTION -- IT IS IMPORTANT THAT YOU THOROUGHLY READ THE CONTRACT BEFORE YOU SIGN IT.**

**GRANTOR:**

X   
ALESSIO G. BOBBA

X   
HELEN B. BOBBA

**LENDER:**

AmSouth Bank  
By:   
Authorized Officer

**This Modification of Mortgage prepared by:**

**Name: GERALDINE J. FORD**

