

**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

1999-15165

09/09/1999-151651  
12:57 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
DOUG NEL

020499089961

**MODIFICATION OF MORTGAGE**

THIS MODIFICATION OF MORTGAGE IS DATED MARCH 19, 1999, BETWEEN SOLOINE MADISON, AN UNMARRIED INDIVIDUAL, (referred to below as "Grantor"), whose address is 145 BUIE ROAD, COLUMBIANA, AL 35051; and AmSouth Bank (referred to below as "Lender"), whose address is 102 Inverness Plaza, Birmingham, AL 35243.

**MORTGAGE.** Grantor and Lender have entered into a mortgage dated May 3, 1995 (the "Mortgage") recorded in SHELBY County, State of Alabama as follows:

**MAY 03, 1995 SHELBY COUNTY, ALABAMA BOOK 1995 PAGE 13348**

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

**SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.**

The Real Property or its address is commonly known as **145 BUIE ROAD, COLUMBIANA, AL 35051.**

**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 \$ 47000.00 to \$ 82000.00 ..

**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 Soloine Madison  
SOLOINE MADISON

**LENDER:**

AmSouth Bank

By: Kari Smith

Authorized Officer

This Modification of Mortgage prepared by:

Name: JORDENE WILSON

03-19-1999  
Loan No 053280

**MODIFICATION OF MORTGAGE**  
(Continued)

Page 2

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 **SOLOINE MADISON**, 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 19 day of March, 19 99.

[Signature]  
Notary Public

MY COMMISSION EXPIRES JULY 12, 2000

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

**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 Traci Smith  
Given under my hand and official seal this 19 day of March, 19 99.

[Signature]  
Notary Public

My commission expires  MY COMMISSION EXPIRES  
December 11, 2002

A parcel of land in the SE 1/4 of the NE 1/4 of Section 1, Township 22 South, Range 1 West, Shelby County, Alabama, described as follows:

Commence at the Southeast corner of NE 1/4 of said Section 1, thence run North along the East 1/4-1/4 line 160.00 feet; thence turn left 92 degrees 54 minutes and run West 611.87 feet to the point of beginning; thence turn right 92 degrees 54 minutes and run North 160.00 feet; thence turn left 92 degrees 54 minutes and run West 137.00 feet; thence turn left 87 degrees 06 minutes and run South 320.00 feet to a point on the South 1/4-1/4 line, thence turn left 92 degrees 54 minutes and run East 137.00 feet along said 1/4-1/4 line; thence run left 87 degrees 06 minutes and run North 160.00 feet to the point of beginning.

Less and except any part lying within the right of way of Buie Road.

Situated in Shelby County, Alabama.

Inst # 1999-15165  
04/09/1999-15165  
12:57 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
003 MEL 66.00