

**WHEN RECORDED MAIL TO:**

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

Inst # 1999-26275

06/24/1999-26275  
09:42 AM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

070499171769

**MODIFICATION OF MORTGAGE**

THIS MODIFICATION OF MORTGAGE IS DATED JUNE 10, 1999, BETWEEN RONALD ROY STEPHENS and VIRGINIA G. STEPHENS, HUSBAND AND WIFE, (referred to below as "Grantor"), whose address is 2912 COATBRIDGE LANE, BIRMINGHAM, AL 35242; and AmSouth Bank (referred to below as "Lender"), whose address is 101 Office Park Drive, Birmingham, AL 35223.

**MORTGAGE.** Grantor and Lender have entered into a mortgage dated September 10, 1996 (the "Mortgage") recorded in SHELBY County, State of Alabama as follows:

RECORDED ON MARCH 17, 1997 IN SHELBY COUNTY, ALABAMA, INSTRUMENT # 1997-08080.

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

LOT 48, BLOCK 2, ACCORDING TO THE SURVEY OF SELKIRK, A SUBDIVISION OF INVERNESS, AS RECORDED IN MAP BOOK 6, PAGE 163, IN THE PROBATE OFFICE SHELBY COUNTY, ALABAMA.

The Real Property or its address is commonly known as 2912 COATBRIDGE 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 \$ 30,000 to \$ 35,000..

**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 endorser 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 Ronald Roy Stephens  
RONALD ROY STEPHENS

X Virginia G. Stephens  
VIRGINIA G. STEPHENS

**LENDER:**

AmSouth Bank

By: [Signature]

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 Jefferson ) SS

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that RONALD ROY STEPHENS and VIRGINIA G. STEPHENS, 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 10th day of June, 19 99.

Susan L. Jones  
Notary Public

My commission expires March 9, 2002

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 Kary A Keaster  
Given under my hand and official seal this 10 day of June, 19 99.

John J. Boyer  
Notary Public

My commission expires December 11, 2002

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002 CRH 18.50