

WHEN RECORDED MAIL TO:

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

Inst # 1999-30462

07/21/1999-3046
11:01 AM CERTIFI
SHELBY COUNTY JUDGE OF PROBATE
96.00
003 HNS

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

070499097360

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE IS DATED JULY 9, 1999, BETWEEN CHARLES M. LIVELY and SONDR M. LIVELY, HUSBAND AND WIFE, (referred to below as "Grantor"), whose address is 15520 HIGHWAY 55, STERRETT, AL 35147; and AmSouth Bank (referred to below as "Lender"), whose address is 109 Hueytown Plaza, Hueytown, AL 35023.

MORTGAGE. Grantor and Lender have entered into a mortgage dated July 26, 1995 (the "Mortgage") recorded in SHELBY County, State of Alabama as follows:

RECORDED IN SHELBY COUNTY, ALABAMA IN INST. # 1995-21117.

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

SEE ATTACHED.

The Real Property or its address is commonly known as 15520 HIGHWAY 55, STERRETT, AL 35147.

MODIFICATION. Grantor and Lender hereby modify the Mortgage as follows:

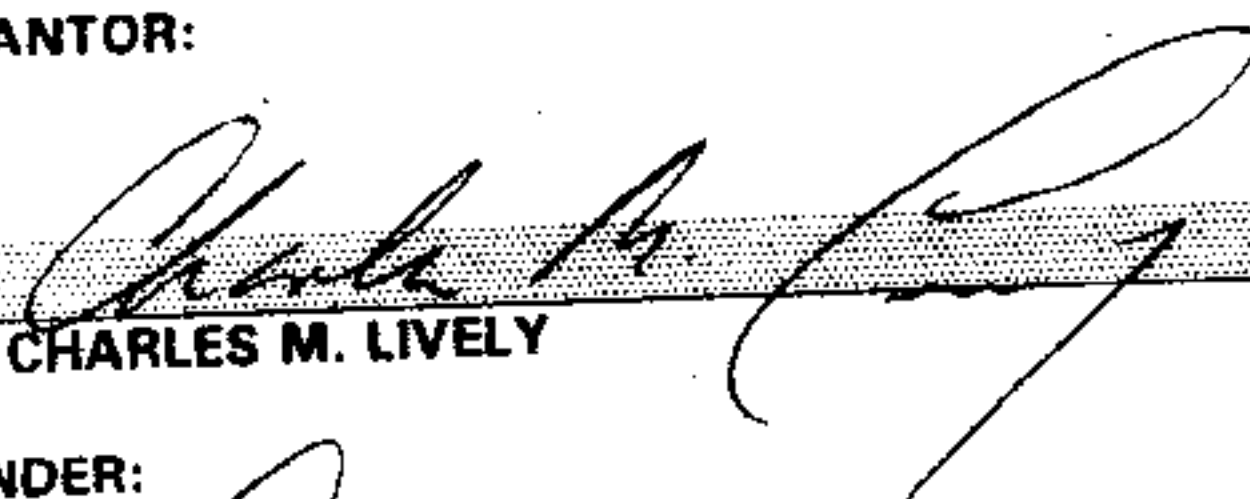
The Credit Limit or maximum principal indebtedness secured by the Mortgage (excluding finance charges, any temporary overages, other charges and any amounts expended or advanced as provided in the Mortgage) is hereby increased from \$ 20,000 to \$ 75,000..

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 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.

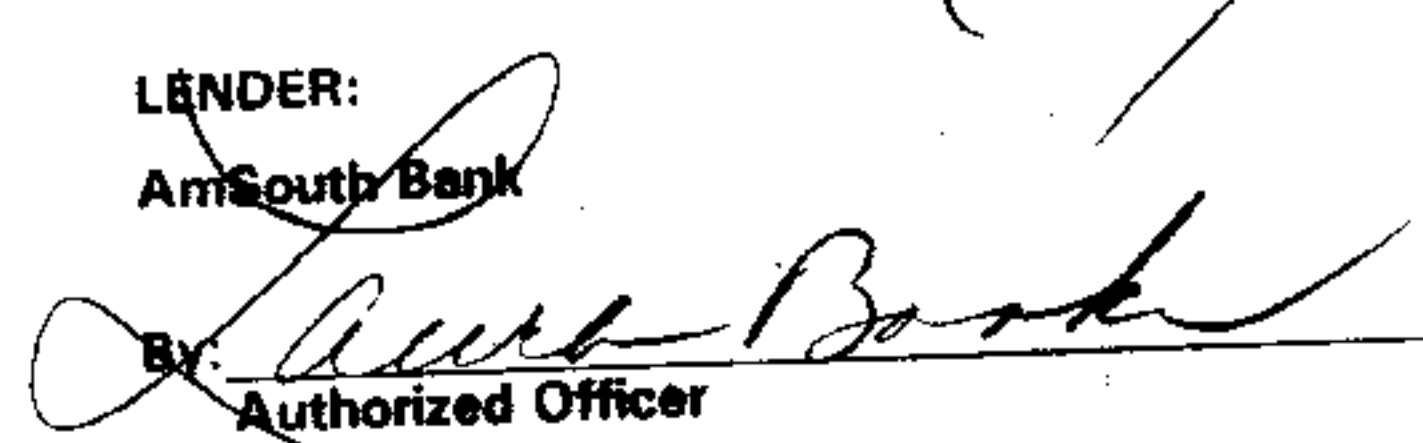
GRANTOR:

X 
CHARLES M. LIVELY

X 
SONDRA M. LIVELY

LENDER:

AmSouth Bank

By 
Authorized Officer

This Modification of Mortgage prepared by:

Name: DEBBIE GAMBLE
Address: P. O. BOX 830721
City, State, ZIP: BIRMINGHAM, AL 35283

07-09-1999

Loan No FX706270

MODIFICATION OF MORTGAGE (Continued)

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 CHARLES M. LIVELY and SONDR M. LIVELY, 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 9 day of July, 19 99.

[Signature]
Notary Public

My commission expires MY COMMISSION EXPIRES
December 11, 2002

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 Laura Bank.

Given under my hand and official seal this 9 day of July, 19 99.

[Signature]
Notary Public

MY COMMISSION EXPIRES
December 11, 2002

My commission expires

2. **LEGAL DESCRIPTION:**

Commence at the southeast corner of the northwest quarter of the southeast quarter of Section 36, Township 18 South, range 1 East of the Huntsville Principle Meridian; thence run easterly along the south line of the northeast quarter of the southeast quarter of said section for a distance of 1285.71 feet; thence turn 90 degrees 27 minutes to the left and run in a northerly direction 1318.31 feet; thence turn 89 degrees 38 minutes to the left and run westerly 430.65 feet to the point of beginning; thence continue in a westerly direction along last described course 887.53 feet to the southeasterly right of way line of Shelby County Highway #55; thence turn 38 degrees 38 minutes 30 seconds to the left and run south westerly along said right of way line 162.51 feet to the point of beginning of a curve to the left having a central angle of 41 degrees 04 minutes and a radius of 676.20 feet; thence run southwesterly along the arc of said curve 105.1 feet; thence turn 113 degrees 24 minutes 47 seconds to the left off tangent to curve and run southeasterly 319.04 feet; thence turn 43 degrees 00 minutes 40 seconds to the left and run northeasterly 170.03 feet; thence turn 76 degrees 31 minutes 45 seconds to the right and run southeasterly 200.00 feet; thence turn 88 degrees 10 minutes 25 seconds to the left and run northeasterly 630.40 feet to the point of beginning. All of said property of Section 36, Township 18 South, Range 1 East.

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