

WHEN RECORDED MAIL TO:

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

Inst # 1999-30771

07/23/1999-30771
09:42 AM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE

002 SNA

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

7-16

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE IS DATED JUNE 25, 1999, BETWEEN WILLIAM K. BIBB and MELISSA G. BIBB, HUSBAND AND WIFE, (referred to below as "Grantor"), whose address is 108 KINGS LANE, PELHAM, AL 35124; and AmSouth Bank (referred to below as "Lender"), whose address is 1849 Montgomery Highway, Birmingham, AL 35244.

MORTGAGE. Grantor and Lender have entered into a mortgage dated May 24, 1997 (the "Mortgage") recorded in SHELBY County, State of Alabama as follows:

MORTGAGE RECORDED JUNE 6, 1997, SHELBY COUNTY, O.R. BOOK 1997, PAGE 17780

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

LOT 126, WEATHERLY WINDSOR SECTOR 5, AS RECORDED IN MAP BOOK 14, PAGE 104, IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA.

The Real Property or its address is commonly known as 108 KINGS LANE, PELHAM, AL 35124.

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 \$ 35,000.00 to \$ 50,000.00..

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 William K. Bibb
WILLIAM K. BIBB

X Melissa G. Bibb
MELISSA G. BIBB

LENDER:

AmSouth Bank

By: Tudy Leonard
Authorized Officer

This Modification of Mortgage prepared by:

Name: COLANDA WILLIAMS
Address: P. O. BOX 830721

06-25-1999
Loan No FR121320

MODIFICATION OF MORTGAGE (Continued)

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 WILLIAM K. BIBB and MELISSA G. BIBB, 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 25 day of July 1999

Natalie M. Smith
Notary Public

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Mar. 11, 2003
BONDED THRU NOTARY PUBLIC UNDERWRITERS

My commission expires

LENDER 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 Judy Zeigler
Given under my hand and official seal this 25 day of July 1999

Natalie M. Smith
Notary Public

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Mar. 11, 2003
BONDED THRU NOTARY PUBLIC UNDERWRITERS

My commission expires

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002 SMA 33.50