

**WHEN RECORDED MAIL TO:**

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

Post # 1999-31011

07/26/1999-31011  
11:40 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
07/26 10:50  
SMA 280

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

**MODIFICATION OF MORTGAGE**

THIS MODIFICATION OF MORTGAGE IS DATED JULY 13, 1999, BETWEEN JEFFREY SCOTT MULLINS and PAULA WEAVER MULLINS, HUSBAND AND WIFE, (referred to below as "Grantor"), whose address is 2548 MAGNOLIA PLACE, BIRMINGHAM, AL 35242; and AmSouth Bank (referred to below as "Lender"), whose address is 1900 5th Avenue North, Birmingham, AL 35209.

MORTGAGE. Grantor and Lender have entered into a mortgage dated September 4, 1998 (the "Mortgage") recorded in SHELBY County, State of Alabama as follows:

RECORDED 10/01/1998-35284, PUBLIC RECORDS OF SHELBY COUNTY, ALABAMA

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

LOT 36, ACCORDING TO THE SURVEY OF THE MAGNOLIAS AT BROOK HIGHLAND, AN EDDLEMAN COMMUNITY, AS RECORDED IN MAP BOOK 13, PAGE 102 A & B, IN THE PROBATE COUNTY, ALABAMA.

The Real Property or its address is commonly known as 2548 MAGNOLIA PLACE, 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 \$ 23,000 to \$ 28,000..

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   
JEFFREY SCOTT MULLINS

X   
PAULA WEAVER MULLINS

LENDER:

AmSouth Bank  
By:   
Authorized Officer

This Modification of Mortgage prepared by:

Name: BRIAN SHOEMAKER  
Address: P. O. BOX 830721  
City, State, ZIP: BIRMINGHAM, AL 35283

07-13-1999  
Loan No GN016160

**MODIFICATION OF MORTGAGE**  
(Continued)

**INDIVIDUAL ACKNOWLEDGMENT**

STATE OF Alabama )  
 ) SS  
COUNTY OF Jefferson )

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that JEFFREY SCOTT MULLINS and PAULA WEAVER MULLINS, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on the 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 14th day of July, 1999.  
Charles J. Owen  
Notary Public

My commission expires 5/21/00

**LENDER ACKNOWLEDGMENT**

STATE OF Alabama )  
 ) SS  
COUNTY OF Jefferson )

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Daniel M. Simons  
Given under my hand and official seal this 14th day of July, 1999.

Charles J. Owen  
Notary Public

My commission expires  **MY COMMISSION EXPIRES**  
**December 11, 2002**

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