

WHEN RECORDED MAIL TO:

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

Inst # 1999-33881

08/12/1999-33881
09:35 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

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MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE IS DATED AUGUST 2, 1999, BETWEEN CHARLES M. MONROE and JANELLE E. MONROE, HUSBAND AND WIFE, (referred to below as "Grantor"), whose address is 14 S FORTY DRIVE, ALABASTER, AL 35007; 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 September 19, 1997 (the "Mortgage") recorded in SHELBY County, State of Alabama as follows:

RECORDED OCTOBER 1, 1997 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA IN BOOK 1997, PAGE 31730

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

LOT 14, ACCORDING TO THE SURVEY OF SOUTH FORTY, AS RECORDED IN MAP BOOK 11, PAGE 102, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

The Real Property or its address is commonly known as **14 S FORTY DRIVE, ALABASTER, AL 35007.**

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 \$ 14,000 to \$ 25,200.

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 
CHARLES M. MONROE

X 
JANELLE E. MONROE

LENDER:

AmSouth Bank

By: 
Authorized Officer

This Modification of Mortgage prepared by:

Name: GERALDINE J. FORD
Address: P. O. BOX 830721

