

WHEN RECORDED MAIL TO:

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

Inst # 1999-35221

08/23/1999 1-35221
09:22 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
31.50
D03 MMS

6704 9904 6326

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE IS DATED AUGUST 6, 1999, BETWEEN LANCE THOMAS RALEY, A SINGLE MAN, (referred to below as "Grantor"), whose address is 2418 TITONKA ROAD, BIRMINGHAM, AL 35244; and AmSouth Bank (referred to below as "Lender"), whose address is 1801 2nd Avenue North, Bessemer, AL 35021.

MORTGAGE. Grantor and Lender have entered into a mortgage dated January 25, 1994 (the "Mortgage") recorded in SHELBY County, State of Alabama as follows:

FEBRUARY 8, 1994 SHELBY COUNTY O.R. BOOK 1994/1995/1996/1997/1997 PAGE 04188/10372/24608/09899/38125

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

SEE EXHIBIT "A" ATTACHED HERETO AND MADE APART HEREOF.

The Real Property or its address is commonly known as **2418 TITONKA ROAD, BIRMINGHAM, AL 35244.**

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 \$ 43,000.00 to \$ 55,000.00..

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:


LANCE THOMAS RALEY

LENDER:

AmSouth Bank

By:


Authorized Officer

This Modification of Mortgage prepared by:

Name: RENEA HICKS

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 LANCE THOMAS RALEY, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said Modification, he or she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 6 day of August, 19 99.
Shirley A. Bennett
Notary Public
MY COMMISSION EXPIRES NOVEMBER 24, 2002

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
Given under my hand and official seal this 6 day of August, 19 99.
Shirley A. Bennett
Notary Public
MY COMMISSION EXPIRES NOVEMBER 24, 2002

My commission expires _____

Lot 4, Indian Valley 5th Sector, as recorded in Map Book 5, Page 100, in the Office of the Judge of Probate in Shelby County, Alabama.
LESS AND EXCEPT any easements of record and the following described parcel:
Commence at the SE corner of Lot 4, Indian Valley 5th Sector, as recorded in Map Book 5, Page 100, in said Probate Office; thence run in a northerly direction along the east line of said Lot for a distance of 374 feet to a point on the edge of Indian Valley Lake, said point being the point of beginning. From the point of beginning thus obtained continue in a northerly direction along the easterly line of said Lot 4 for a distance of 54 feet to a point on the edge of Indian Valley Lake; thence run in a southwesterly, southerly and southeasterly direction along the edge of Indian Valley Lake to the point of beginning.
Situated in Shelby County, Alabama.

--- 1994-04100

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