

WHEN RECORDED MAIL TO:

AmSouth Bank
Attn: Legal Dept
P. O. Box 830721
Birmingham, AL 35283

070499342519

Inst # 1999-36097

08/27/1999-36097
10:49 AM CERTIFI
SHELBY COUNTY JUDGE OF PROBATE
002 MMS

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE IS DATED AUGUST 13, 1999, BETWEEN KENNETH G. WALZ, JR. and SUZANNE M. WALZ, HUSBAND AND WIFE, (referred to below as "Grantor"), whose address is 4040 MILNER WAY, BIRMINGHAM, AL 35242; and AmSouth Bank (referred to below as "Lender"), whose address is 200 Corporate Ridge, Birmingham, AL 35242.

MORTGAGE. Grantor and Lender have entered into a mortgage dated January 29, 1999 (the "Mortgage") recorded in SHELBY County, State of Alabama as follows:

MORTGAGE RECORDED FEBRUARY 10, 1999, SHELBY COUNTY, O.R. BOOK 1999, PAGE 06599

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

LOT 107, ACCORDING TO THE SURVEY OF FINAL PLAT OF GREYSTONE FARMS, MILNER'S CRESCENT SECTOR - PHASE 2, AS RECORDED IN MAP BOOK 21, PAGE 33, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

The Real Property or its address is commonly known as 4040 MILNER WAY, BIRMINGHAM, AL 35242.

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

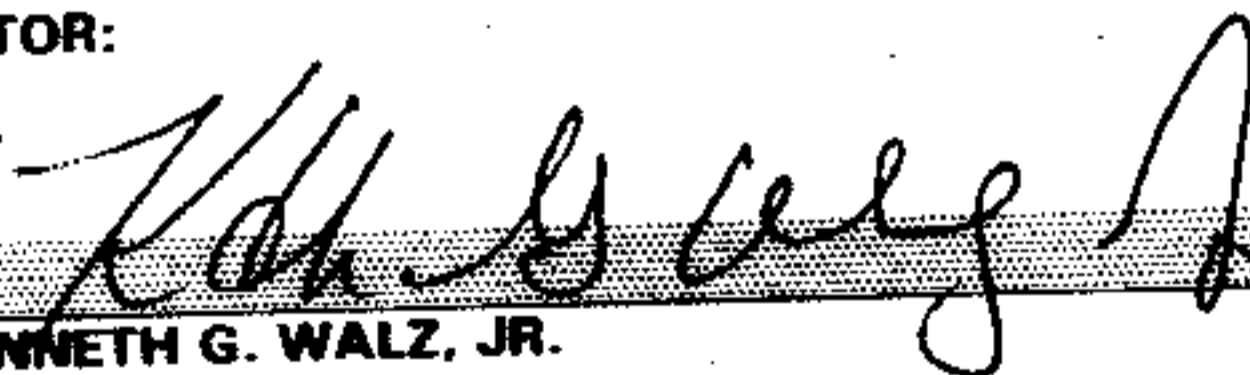
The Credit Limit or maximum principal indebtedness secured by the Mortgage (excluding finance charges, any temporary overages, other charges and any amounts expended or advanced as provided in the Mortgage) is hereby increased from \$ 50,000.00 to \$ 70,000.00..

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 
KENNETH G. WALZ, JR.

X 
SUZANNE M. WALZ

LENDER:

AmSouth Bank

By: 
Authorized Officer

This Modification of Mortgage prepared by:

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

City, State, ZIP: BIRMINGHAM, AL 35283

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 **KENNETH G. WALZ, JR.;** and **SUZANNE M. WALZ,** 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 13th day of August, 19 99.
[Signature]
Notary Public

My commission expires April 30, 2001

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 BANKS.
Given under my hand and official seal this 13th day of August, 19 99.

[Signature]
Notary Public

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

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002 MMS 41.00