

WHEN RECORDED MAIL TO:

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

Inst # 1999-37066

09/02/1999-37066
11:17 AM
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 5, 1999, BETWEEN THOMAS G. HARWOOD and JANET L. HARWOOD, HUSBAND & WIFE (referred to below as "Grantor"), whose address is 2502 ELIZABETH DRIVE, PELHAM, AL 35124; 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 February 28, 1997 (the "Mortgage") recorded in SHELBY County, State of Alabama as follows:

MARCH 21, 1997 SHELBY COUNTY BOOK 1997 PAGE 08776

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

LOT 16 AND NE 5' OF LOT 17 ROYAL OAKS SUBDIVISION FIRST SECTOR AS RECORDED IN MAP BOOK 7 PAGE 17 IN THE PROBATE OFFICE OF SHELBY COUNTY ALABAMA.

The Real Property or its address is commonly known as 2502 ELIZABETH DRIVE, 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 \$ 16,000.00 to \$ 21,000.00..

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 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.

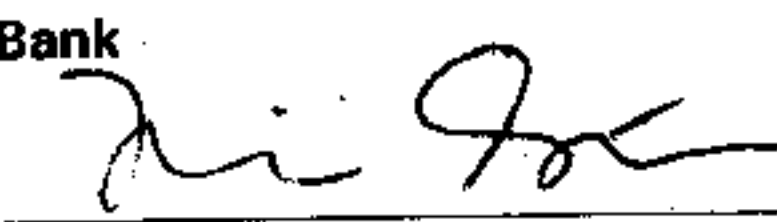
GRANTOR:

X 
THOMAS G. HARWOOD

X 
JANET L. HARWOOD

LENDER:

AmSouth Bank

By: 
Authorized Officer

This Modification of Mortgage prepared by:

Name: VICTORIA RABY
Address: P. O. BOX 830721
City, State, ZIP: BIRMINGHAM, AL 35283

08-05-1999

Loan No HV629090

MODIFICATION OF MORTGAGE
(Continued)

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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 THOMAS G. HARWOOD and JANET L. HARWOOD, 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 10 day of August, 1999.

Notary Public

My commission expires

MY COMMISSION EXPIRES JULY 12, 2000

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 Tracy Smith

Given under my hand and official seal this 10th day of August, 1999.

Notary Public

MY COMMISSION EXPIRES JULY 23, 2001

My commission expires

Inst # 1999-37066

09/02/1999-37066
11:17 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 MMS 18.50