

**WHEN RECORDED MAIL TO:**

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

070499346965

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

**MODIFICATION OF MORTGAGE**

THIS MODIFICATION OF MORTGAGE IS DATED AUGUST 13, 1999, BETWEEN JOSEPH A. RAY and RHONDA J. RAY, HUSBAND AND WIFE, (referred to below as "Grantor"), whose address is 1092 PARADISE COVE LANE, WILSONVILLE, AL 35186; and AmSouth Bank (referred to below as "Lender"), whose address is 1235 First Street North, Alabaster, AL 35007.

**MORTGAGE.** Grantor and Lender have entered into a mortgage dated March 19, 1997 (the "Mortgage") recorded in SHELBY County, State of Alabama as follows:

RECORDED IN SHELBY COUNTY, APRIL 4, 1997 INST. 1997-10532/RECORDED JULY 16, 1998 IN INST. 1998-27111

**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 PARADISE COVE, AS RECORDED IN MAP BOOK 15, PAGE 77, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

The Real Property or its address is commonly known as 1092 PARADISE COVE LANE, WILSONVILLE, AL 35186.

**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 \$ 57,000.00 to \$ 77,000.00..


**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   
JOSEPH A. RAY

X   
RHONDA J. RAY

LENDER:

AmSouth Bank

By:   
Authorized Officer

Inst # 1999-37201

09/03/1999-37201  
10139 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
002 HHS 41.00

This Modification of Mortgage prepared by:

Name: KIM RAINEY  
Address: P. O. BOX 830721

08-13-1999  
Loan No GQ847140

**MODIFICATION OF MORTGAGE**  
(Continued)

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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 JOSEPH A. RAY and RHONDA J. RAY, 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 13 day of August, 19 99

NOTARY PUBLIC STATE OF ALABAMA  
MY COMMISSION EXPIRES: Mar. 1, 2003  
BONDED THRU NOTARY PUBLIC UNDERWRITERS

[Signature]  
Notary Public

My commission expires \_\_\_\_\_

**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

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

**MY COMMISSION EXPIRES**  
**December 11, 2002**

[Signature]  
Notary Public

My commission expires \_\_\_\_\_

Inst # 1999-37201

09/03/1999-37201  
10:59 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
002 MHS 41.00