

WHEN RECORDED MAIL TO:

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

070499215012

Inst # 1999-37534

09/08/1999-37534
07:35 AM CERTIFIED

SPACE ABOVE OR THIS DATE IS FOR RECORDER'S USE ONLY
SHELBY COUNTY JUDGE OF PROBATE
002 CRH 86.00

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE IS DATED APRIL 27, 1999, BETWEEN JOHN T. SHEEHAN and ANA D. SHEEHAN, HUSBAND AND WIFE, (referred to below as "Grantor"), whose address is 1360 HIGHLAND LAKES TRAIL, 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 April 7, 1997 (the "Mortgage") recorded in SHELBY County, State of Alabama as follows:

RECORDED ON APRIL 23, 1997 IN SHELBY COUNTY, INSTRUMENT NUMBER 1997-12572

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

LOT 253, ACCORDING TO THE SURVEY OF HIGHLAND LAKES, 2ND SECTOR, AS RECORDED IN MAP BOOK 20, PAGE 150, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA; BEING SITUATED IN SHELBY COUNTY, ALABAMA.

The Real Property or its address is commonly known as 1360 HIGHLAND LAKES TRAIL, 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 \$ 100,000 to \$ 150,000..

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 John T. Sheehan
JOHN T. SHEEHAN

X Ana D. Sheehan
ANA D. SHEEHAN

LENDER:

AmSouth Bank

By: Laura Banks
Authorized Officer

This Modification of Mortgage prepared by:

Name: ANDREA LOCKHART
Address: P. O. BOX 830721

04-27-1999
Loan No DW440240

MODIFICATION OF MORTGAGE
(Continued)

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 JOHN T. SHEEHAN and ANA D. SHEEHAN, 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 27th day of April, 19 99.
Sean Hayslett
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 Sean Hayslett.
Given under my hand and official seal this 28th day of August, 19 99.

MY COMMISSION EXPIRES
December 11, 2002

Linda J. [Signature]
Notary Public

My commission expires _____

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