## WHEN RECORDED MAIL TO:

Ambouth Bank Atin; Laure Banks P.O. Wex 830721 Birmingham, AL 35283

Inst # 1999-37873

10:55 AM CERTIFIED
SHELBY COUNTY JUNE OF PROBATE
SPACE AND VENTHIS LINE UP FOR RECORDER'S USE ONLY

070499287896

## **MODIFICATION OF MORTGAGE**

THIS MODIFICATION OF MORTGAGE IS DATED AUGUST 25, 1999, BETWEEN WILLIAM R. LAMPKIN and SHARON C. LAMPLIN, TITLE IS VESTED AS WILLIAM R. LAMPKIN A/K/A WILLIAM RICHARD LAMPKIN AND WIFE SHARON C. LAMPKIN, (referred to below as "Grantor"), whose address is 135 WILLOW RIDGE LANE, PELHAM, AL 35124; and AmSouth Bank (referred to below as "Lender"), whose address is 1849 Montgomery Highway, Birmingham, AL 35244.

MORTGAGE. Grantor and Lender have entered into a mortgage dated May 1, 1998 (the "Mortgage") recorded in SHELBY County, State of Alabama as follows:

RECORDED ON MAY 12, 1999 IN SHELBY COUNTY, ALABAMA, INSTRUMENT # 1998-17348

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

LOT 7, ACCORDING TO THE WILLOW RIDGE SUBDIVISION ADDITION TO INDIAN SPRINGS, AS RECORDED IN MAP BOOK 7, PAGE 76, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

The Real Property or its address is commonly known as 135 WILLOW RIDGE LANE, 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 \$ 35,750 to \$ 40,750...

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.

x 1/1/2/2/2

SHARON C LAMPLIN

LENDER:

**GRANTOR:** 

AmSouth Benk

Authorized Officer

This Modification of Mortgage prepared by:

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

| 08-25-1999 |    |          |
|------------|----|----------|
| Loan       | No | HW059380 |

## **MODIFICATION OF MORTGAGE**

(Continued)

City, State, ZIP: BIRMINGHAM, AL 35283

INDIVIDUAL ACKNOWLEDGMENT

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that WILLIAM R. LAMPKIN and SHARON C. LAMPLIN, 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. day of HUGHU

Given under my hand and official seal this

**Notary Public** 

Notary Public

Page 2

NOTARY PUBLIC STATE OF ALABAMA AT LARGE MY COMMISSION EXPIRES: Mar. 11, 2003 My commission expires BONDED THRU NOTARY PUBLIC UNDERWRITERS

LENDER ACKNOWLEDGMENT

) 88

i, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that day of Given under my hand and official seal this

> NOTARY PUBLIC STATE OF ALABAMA AT LARGE MY COMMISSION EXPIRES: Mar. 11, 2003 BONDED THRU NOTARY PUBLIC UNDERWRITERS

My commission expires

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Inst # 1999-37873

09/09/1999-37873 10:55 AM CERTIFIED SHELBY COUNTY JUBGE OF PROBATE 19.50 OO2 CRH