## WHEN RECORDED MAIL TO:

10499737204

Inst # 1999-38269

09/13/1999-38269 10:39 AM CERTIFIED SHELBY CHIMTY JUNCE OF PROBATE

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE IS DATED JULY 16, 1999, BETWEEN WILLIAM G. HALL and JEANETTE W. HALL, HUSBAND AND WIFE, (referred to below as "Grantor"), whose address is 1129 LAKERIDGE DRIVE, BIRMINGHAM, AL 35244; 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 December 21, 1998 (the "Mortgage") recorded in SHELBY County, State of Alabama as tollows:

RECORDED APRIL 5, 1999 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA IN BOOK 1999, PAGE 14258

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

LOT 512, ACCORDING TO THE SURVEY OF RIVERCHASE COUNTRY CLUB, 12TH ADDITION, RESIDENTIAL SUBDIVISION, AS RECORDED IN MAP BOOK 8, PAGE 140, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

The Real Property or its address is commonly known as 1129 LAKERIDGE DRIVE, BIRMINGHAM, AL 35244.

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 \$ 7,500\_\_\_\_ to \$ 12,500\_\_\_\_

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-eigring 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:** 

LENDER:

AmSouth Bank

**Authorized Officer** 

This Modification of Mortgage prepared by:

Name: GERALDINE J. FORD Address: P. O. BOX 830721

07-10				
Loan	No	GU5	321	70

## MODIFICATION OF MORTGAGE

Page 2

(Continued)

City, State, ZIP: BIRMINGHAM, AL 35283

## INDIVIDUAL ACKNOWLEDGMENT

I, the undersigned surhority, a Notary Public in and for said county in said state, hereby certify that WILLIAM G. HALL and JEANETTE W. HALL, 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

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

My commission expires

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 MY commission expiresonded THRU NOTARY PUBLIC UNDERWRITERS

LASER PRO, Reg. U.S. Pat. & T.M. Off., Ver. 3.25 (c) 1999 CFI ProServices, Inc. All rights reserved. (AL-G201 GU532170.LN L20.0VL)

Inst + 1999-38269

09/13/1999-38269 10:39 AM CERTIFIED SHELDY COUNTY JUDGE OF PROBATE