

WHEN RECORDED MAIL TO:

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

Inst # 1999-38994

09/17/1999-38994
11:01 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 CJ1 48.50

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

070499014696

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE IS DATED AUGUST 30, 1999, BETWEEN MARK E. GALLIVAN and SHARON M. GALLIVAN, HUSBAND AND WIFE, (referred to below as "Grantor"), whose address is 6638 REMINGTON DRIVE, 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 April 23, 1993 (the "Mortgage") recorded in SHELBY County, State of Alabama as follows:

RECORDED ON MAY 10, 1993 IN SHELBY COUNTY, ALABAMA, INSTRUMENT # 1993-13288/INSTRUMENT 1996-28671/INSTRUMENT # 1998-27342.

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

LOT 64, ACCORDING TO THE SURVEY OF QUAIL RUN SUBDIVISION, PHASE II, AS RECORDED IN MAP BOOK 7, PAGE 113, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

The Real Property or its address is commonly known as **6638 REMINGTON 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 \$ 50,000 to \$ 75,000..

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 Mark E. Gallivan
MARK E. GALLIVAN

X Sharon M. Gallivan
SHARON M. GALLIVAN

LENDER:

AmSouth Bank

By: Beverly B. McAuffee
Authorized Officer

This Modification of Mortgage prepared by:

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

City, State, ZIP: BIRMINGHAM, AL 35283

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Alabama)
) SS
COUNTY OF Jefferson)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **MARK E. GALLIVAN** and **SHARON M. GALLIVAN**, 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 30 day of August, 19 99.

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: July 23, 2003
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

Beverly B. McDuffee
Notary Public

My commission expires _____

LENDER ACKNOWLEDGMENT

STATE OF Alabama)
) SS
COUNTY OF Jefferson)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Beverly B. McDuffee
Given under my hand and official seal this 30th day of August, 19 99.

MY COMMISSION EXPIRES JULY 23, 2001

My commission expires _____

Andrea Lockhart
Notary Public

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