

**WHEN RECORDED MAIL TO:**

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

070102701671

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

**MODIFICATION OF MORTGAGE**

**THIS MODIFICATION OF MORTGAGE IS DATED SEPTEMBER 16, 1999, BETWEEN RONNIE LYNN SCROGGINS and JERALYN B. SCROGGINS, HUSBAND AND WIFE (referred to below as "Grantor"), whose address is 2400 BLUE BIRD CIRCLE, BIRMINGHAM, AL 35244; and AmSouth Bank (referred to below as "Lender"), whose address is 1848 Montgomery Highway, Birmingham, AL 35244.**

**MORTGAGE.** Grantor and Lender have entered into a mortgage dated April 8, 1987 (the "Mortgage") recorded in SHELBY County, State of Alabama as follows:

**RECORDED IN SHELBY COUNTY, ALABAMA IN BOOKS 129/393 AT PAGES 169/436.**

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

**LOT 5, ACCORDING TO THE SURVEY OF AUDUBON FOREST, AS RECORDED IN MAP BOOK 8, PAGE 126, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.**

The Real Property or its address is commonly known as **2400 BLUE BIRD CIRCLE, 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 \$ 96,800 to \$ 140,000..

**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   
RONNIE LYNN SCROGGINS

X   
JERALYN B. SCROGGINS

**LENDER:**

AmSouth Bank

By:   
Authorized Officer

This Modification of Mortgage prepared by:

Name: DEBBIE GAMBLE  
Address: P. O. BOX 830721  
City, State, ZIP: BIRMINGHAM, AL 35283

Inst # 1999-40777

09/30/1999-40777  
11:08 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
002 CJ1 75.00

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 RONNIE LYNN SCROGGINS and JERALYN B. SCROGGINS, 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 21<sup>st</sup> day of Sept, 1999.

MY COMMISSION EXPIRES  
December 11, 2002

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 Laura Banks  
Given under my hand and official seal this 21<sup>st</sup> day of Sept, 1999.

[Signature]  
Notary Public

MY COMMISSION EXPIRES  
December 11, 2002

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

Inst # 1999-40777

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