

WHEN RECORDED MAIL TO:

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

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

0704 99317628

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE IS DATED SEPTEMBER 17, 1999, BETWEEN RITA S. MARTIN, UNMARRIED, (referred to below as "Grantor"), whose address is 757 BAILEY BROOK CIRCLE, 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 September 16, 1998 (the "Mortgage") recorded in SHELBY County, State of Alabama as follows:

RECORDED ON OCTOBER 13, 1998, SHELBY COUNTY, ALABAMA, INSTRUMENT NUMBER 1998-39922.

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

LOT 9, ACCORDING TO THE SURVEY OF RIVERCHASE WEST DIVIDING RIDGE, ACCORDING TO MAP BOOK 6, PAGE 108, IN THE OFFICE OF THE PROBATE JUDGE OF SHELBY COUNTY, ALABAMA.

The Real Property or its address is commonly known as 757 BAILEY BROOK 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 \$ 10,000 to \$ 20,000..

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 endorser 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 Rita S. Martin
RITA S. MARTIN

LENDER:

AmSouth Bank

By: Beverly B. McDuffee
Authorized Officer

Inst # 1999-41565

10/06/1999-41565

10:11 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE

002 HHS 26.00

This Modification of Mortgage prepared by:

Name: ANDREA LOCKHART

MODIFICATION OF MORTGAGE
(Continued)

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 RITA S. MARTIN, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said Modification, he or she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this

17

day of

September

19

99

Susan L. Wilkes
Notary Public

NOTARY PUBLIC STATE OF ALABAMA AT LARGE.
MY COMMISSION EXPIRES: Mar. 21, 2001.
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

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

Barry B. McDuffie

Given under my hand and official seal this

17

day of

September

19

99

Susan L. Wilkes
Notary Public

NOTARY PUBLIC STATE OF ALABAMA AT LARGE.
MY COMMISSION EXPIRES: Mar. 21, 2001.
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

My commission expires

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