

**WHEN RECORDED MAIL TO:**

AmSouth Bank  
Attn: Legal Dept.  
P.O. Box 830721  
Birmingham, AL 35283

Inst # 1999-43375

10/20/1999-43375  
10:13 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
003 HWS 88.50

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

**MODIFICATION OF MORTGAGE**

THIS MODIFICATION OF MORTGAGE IS DATED OCTOBER 4, 1999, BETWEEN PAUL B. EDMUNDSON, JR. and CHRISTA J. EDMUNDSON, HUSBAND AND WIFE (referred to below as "Grantor"), whose address is 1284 DUNNAVANT VALLEY RD, BIRMINGHAM, AL 35242; and AmSouth Bank (referred to below as "Lender"), whose address is 2653 Valleydale Road, Birmingham, AL 35244.

MORTGAGE. Grantor and Lender have entered into a mortgage dated March 16, 1999 (the "Mortgage") recorded in SHELBY County, State of Alabama as follows:

RECORDED JULY 26, 1999 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

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

SEE ATTACHMENT "A" FOR LEGAL DESCRIPTION

The Real Property or its address is commonly known as **1284 DUNNAVANT VALLEY RD, BIRMINGHAM, AL 35242.**

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 \$ 100,000 to \$ 150,000.

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

PAUL B. EDMUNDSON, JR.

X

CHRISTA J. EDMUNDSON

LENDER:

AmSouth Bank

By:

*Jeni Chandler*  
Authorized Officer

This Modification of Mortgage prepared by:

Name: GERALDINE J. FORD  
Address: P. O. BOX 830721  
City, State, ZIP: BIRMINGHAM, AL 35283

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 PAUL B. EDMUNDSON, JR.; and CHRISTA J. EDMUNDSON, 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 5 day of October, 1999

NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
COMMISSION EXPIRES: Mar. 22, 2000  
BONDED THRU NOTARY PUBLIC UNDERWRITERS

Jennifer H. Baswell  
Notary Public

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

LENDER ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ )  
 ) SS  
COUNTY OF \_\_\_\_\_ )

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that \_\_\_\_\_.

Given under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

\_\_\_\_\_  
Notary Public

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

T-49904

(Limited Title Search)

**EXHIBIT "A"**

From the Southwest corner of the northeast quarter of the northwest quarter of Section 10, Township 19 South, Range 1 West, run in a Northerly direction along the west line of said quarter-quarter section for a distance of 328.20 feet to a point on the northwest right of way line of the new Dunnivant Valley Road, said point being the point of beginning of the parcel herein described, thence continue northerly along the west line of said quarter-quarter section 116.05 feet to the southeast right of way line of the Old Dunnivant Valley Road; thence turn an angle of 17° 35' right and run in a northeasterly direction along said southeast right of way of said road 210.34 feet; thence turn an angle of 4° 02' left and run northeasterly along said road right of way 215.12 feet; thence turn an angle of 2° 03' right and run northeasterly along said road right of way 264.24 feet; thence turn an angle of 5° 48' left and run northeasterly along said road right of way 140.40 feet; thence turn an angle of 14° 35' right and run northeasterly along said road right of way 107.72 feet to a point on the north line of said quarter-quarter section; thence turn an angle of 65° 32' right and run along said north line of said quarter-quarter section 228.80 feet, more or less, to the northwest right of way line of the new Dunnivant Valley Road, thence run in a Southwesterly direction along the northwest right of way line of said new Dunnivant Valley Road 1125.51 feet, more or less, to the point of beginning. Situated in Shelby County, Alabama.

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