

**WHEN RECORDED MAIL TO:**

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

Inst # 1999-44371

10/28/1999-44371  
09:01 AM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE  
002 CJ1 56.00

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

**MODIFICATION OF MORTGAGE**

THIS MODIFICATION OF MORTGAGE IS DATED OCTOBER 18, 1999, BETWEEN TONY FIORE and TAMMY D. FIORE, HUSBAND AND WIFE, WITH TITLE VESTED AS TONY FIORE A/K/A JEROME A. FIORE (referred to below as "Grantor"), whose address is 418 HEATHERWOOD FOREST CIRCLE, HOOVER, AL 35244; and AmSouth Bank (referred to below as "Lender"), whose address is 1900 5th Avenue North, Birmingham, AL 35203.

**MORTGAGE.** Grantor and Lender have entered into a mortgage dated December 21, 1998 (the "Mortgage") recorded in SHELBY County, State of Alabama as follows:

RECORDED ON JANUARY 14, 1999, IN SHELBY COUNTY, ALABAMA, IN INSTRUMENT # 1999-01815.

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

LOT 4, ACCORDING TO THE SURVEY OF HEATHERWOOD FOREST, SECTOR 2, AS RECORDED IN MAP BOOK 17, PAGE 129, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

The Real Property or its address is commonly known as 418 HEATHERWOOD FOREST CIRCLE, HOOVER, 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 \$ 100,000 to \$ 130,000..

**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 Tony Fiore  
TONY FIORE

X Tammy D. Fiore  
TAMMY D. FIORE

**LENDER:**

AmSouth Bank

By: Andrea Lockhart  
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 )  
COUNTY OF St. Clair ) SS

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that TONY FIORE and TAMMY D. FIORE, 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 18th day of October, 19 99.

Cheryl Steen  
Notary Public

My commission expires 3-29-2000

LENDER ACKNOWLEDGMENT

STATE OF Alabama )  
COUNTY OF St. Clair ) SS

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 18th day of October, 19 99.

Daniel M. Sims Jr.  
Cheryl Steen  
Notary Public

My commission expires 3-29-2000

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