WHEN RECORDED MAIL TO:

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

070499281683

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE IS DATED NOVEMBER 9, 1999, BETWEEN AMELIA C O'DONNELL, A SINGLE WOMAN, (referred to below as "Grantor"), whose address is 1241 FALLING STAR LN, ALABASTER, AL 35007; and AmSouth Bank (referred to below as "Lender"), whose address is 1235 First Street North, Alabaster, AL 35007.

MORTGAGE. Grantor and Lender have entered into a mortgage dated April 6, 1998 (the "Mortgage") recorded in SHELBY County, State of Alabama as follows:

RECORDED IN SHELBY COUNTY APRIL 16, 1998 IN BOOK 1998 AND PAGE 13689.

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

LOT 4, BLOCK 1, ACCORDING TO THE SURVEY OF NAVAJO HILLS, FIRST SECTOR, AS RECORDED IN MAP BOOK 5, PAGE 18, IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, FLORIDA.

The Real Property or its address is commonly known as 1241 FALLING STAR LN, ALABASTER, AL 35007.

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 \$18,000.00 to \$37,000.00...

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 prodorsers 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:

AMELIA C O'DONNELL

LENDER: AmSouth Bank

Inst # 1999-47254

11/18/1999-47254
12:26 PM CERTIFIED
12:26 PM CERTIFIED
SHELDY COUNTY JUDGE OF PROBATE
39.50

This Modification of Mortgage prepared by:

11-09-1999 Loan No KZZ10120

MODIFICATION OF MORTGAGE

(Continued)

Name: STACY MCCORMICK Address: P. O. BOX 8,30721

City, State, ZIP: BIRMINGHAM, AL 35283

INDIVIDUAL ACKNOWLEDGMENT

COUNTY OF

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that AMELIA C O'DONNELL, 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 voluntarity on the day the same bears date-

day of _

Given under my hand and official seal this

NOTARY PUBLIC STATE OF ALABAMA AT LARGE MY COMMISSION EXPIRES: Sept. 30, 2002

BONDED THRU NOTARY PUBLIC UNDERWRITING My commission expires

LENDER ACKNOWLEDGMENT

alabama

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that <u>Laura</u> <u>Bombs</u> day of

Given under my hand and official seal this _____

Notary Public

, Page 2

My commission expires

EY COMMISSION EXPIRES **December 11, 2002**

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Inst # 1999-47254

11/18/1999-47254 12:26 PM CERTIFIED SHELBY COUNTY JUDGE OF PROBATE 39.50 OOS WAS