

11/10

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

070499349357

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE IS DATED NOVEMBER 5, 1999, BETWEEN JANE P. OSBORN, UNMARRIED, (referred to below as "Grantor"), whose address is 1311 BERWICK ROAD, BIRMINGHAM, AL 35282; and AmSouth Bank (referred to below as "Lender"), whose address is 102 Inverness Plaza, Birmingham, AL 35243.

MORTGAGE. Grantor and Lender have entered into a mortgage dated February 26, 1999 (the "Mortgage") recorded in SHELBY County, State of Alabama as follows:

MORTGAGE RECORDED IN SHELBY COUNTY, ALABAMA DATED 3/19/99 IN INST #1999-11574.

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

LOT 75, ACCORDING TO THE SURVEY OF THE FIRST ADDITION TO GREYSTONE RIDGE GARDEN HOMES, AS RECORDED MAP BOOK 16, PAGE 32, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA; BEING SITUATED IN SHELBY, ALABAMA.

The Real Property or its address is commonly known as 1311 BERWICK ROAD, BIRMINGHAM, AL 35282.

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 \$ 25,000.00 to \$ 30,000 .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 endorers 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 Jane P. Osborn
JANE P. OSBORN

LENDER:

AmSouth Bank

By: L. Banks

Authorized Officer

Inst # 1999-47514

11/22/1999-47514
09:30 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE

002 C31 18.50

This Modification of Mortgage prepared by:

11-05-1999
Loan No KM605210

MODIFICATION OF MORTGAGE
(Continued)

Page 2

Name: MICHELLE AGNE
Address: P. O. BOX 830721
City, State, ZIP: BIRMINGHAM, AL 35283

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Alabama)
COUNTY OF Shelby) SS

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that JANE P. OSBORN, 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 5 day of November, 19 99.

[Signature]
Notary Public

MY COMMISSION EXPIRES JULY 12, 2000

My commission expires _____

LENDER ACKNOWLEDGMENT

STATE OF Alabama)
COUNTY OF Shelby) SS

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 10 day of November, 19 99.

[Signature]
Notary Public

MY COMMISSION EXPIRES
December 11, 2002

My commission expires _____

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Inst # 1999-47514

11/22/1999-47514
09:30 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 CJ1 18.50