

11/17
WHEN RECORDED MAIL TO:

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

Inst # 1999-48467

12/01/1999-48467
09:49 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE

002 CJ1 27.05

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

070499251702

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE IS DATED NOVEMBER 15, 1999, BETWEEN DAVID E. MCCURRY and KATHY E. MCCURRY, HUSBAND AND WIFE, (referred to below as "Grantor"), whose address is 2526 TAHITI TERR, 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 May 20, 1997 (the "Mortgage") recorded in SHELBY County, State of Alabama as follows:

RECORDED IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA IN BOOK 1997, PAGE 17825

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

LOT 16, IN BLOCK 5, ACCORDING TO THE SURVEY OF SOUTHWIND, FOURTH SECTOR, AS RECORDED IN MAP BOOK 7, PAGE 97, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

The Real Property or its address is commonly known as 2526 TAHITI TERR, ALABASTER, AL 35007.

MODIFICATION. Grantor and Lender hereby modify the Mortgage as follows:

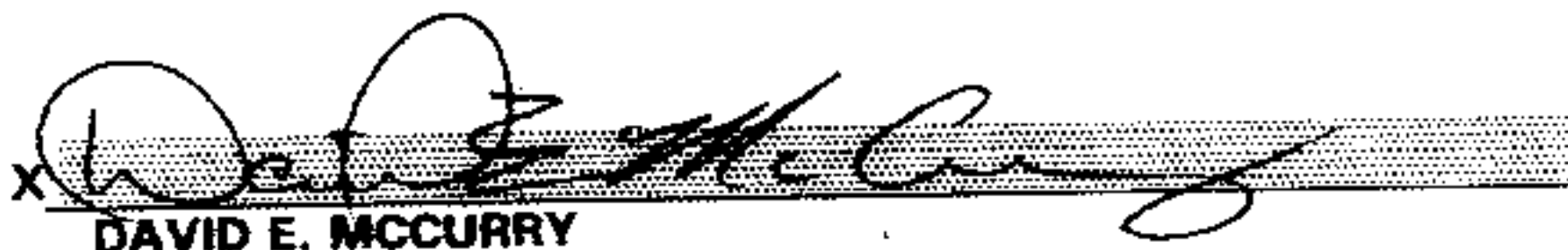
The Credit Limit or maximum principal indebtedness secured by the Mortgage (excluding finance charges, any temporary overages, other charges and any amounts expended or advanced as provided in the Mortgage) is hereby increased from \$ 15,000 to \$ 25,633.

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 
DAVID E. MCCURRY

x 
KATHY E. MCCURRY

LENDER:

AmSouth Bank

By: 

Authorized Officer

This Modification of Mortgage prepared by:

Name: GERALDINE J. FORD
Address: P. O. BOX 830721

11-15-1999
Loan No KU501070

MODIFICATION OF MORTGAGE
(Continued)

Page 2

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 **DAVID E. MCCURRY** and **KATHY E. MCCURRY**, 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 15 day of November, 19 99.

[Signature]
Notary Public

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Mar. 1, 2003
BONDED THRU NOTARY PUBLIC UNDERWRITERS

My commission expires

LENDER 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 Laura Bonks.
Given under my hand and official seal this 17 day of November, 19 99.

MY COMMISSION EXPIRES
December 11, 2002

[Signature]
Notary Public

My commission expires

LASER PRO, Reg. U.S. Pat. & T.M. Off., Ver. 3.25 (c) 1999 CFI ProServices, Inc. All rights reserved. (AL-G201 KU501070.LN L20.OVL)

Inst # 1999-48467

12/01/1999-48467
09:49 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 CJ1 27.05