

WHEN RECORDED MAIL TO:

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

Inst # 1999-48617-

12/02/1999-48617
08:43 AM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE
SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE IS DATED NOVEMBER 12, 1999, BETWEEN L. EDWARD GILHAM and MAY HENSON GILHAM, HUSBAND AND WIFE, (referred to below as "Grantor"), whose address is 3500 WYNGATE DRIVE, BIRMINGHAM, AL 35242; and AmSouth Bank (referred to below as "Lender"), whose address is 1304 Tomahawk Road, Birmingham, AL 35214.

MORTGAGE. Grantor and Lender have entered into a mortgage dated April 23, 1999 (the "Mortgage") recorded in SHELBY County, State of Alabama as follows:

RECORDED IN SHELBY COUNTY, MAY 07, 1999 IN INSTRUMENT 1999-19241/AMENDED JULY 27, 1999 IN INSTRUMENT 1999-31250.

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

LOT 3, IN BLOCK 5, ACCORDING TO THE SURVEY OF AMENDED MAP OF WYNGATE, FIRST SECTOR, AS RECORDED IN MAP BOOK 12, PAGE 1, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

The Real Property or its address is commonly known as 3500 WYNGATE DRIVE, 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 \$ 125,000.00 To \$ 169,000.00..

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 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 
L. EDWARD GILHAM

X 
MAY HENSON GILHAM

LENDER:

AmSouth Bank

By 
Authorized Officer

This Modification of Mortgage prepared by:

Name: KIM RAINEY

11-12-1999

Loan No KQ454580

MODIFICATION OF MORTGAGE
(Continued)

Page 2

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

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Alabama)

) ss

COUNTY OF Jefferson)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that L. EDWARD GILHAM and MAY HENSON GILHAM, 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 12th day of November, 19 99.

Alan H. Gilhe
Notary Public

My commission expires _____

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
COMMISSION EXPIRES: Dec. 27, 2002
BONDED THROUGH NOTARY PUBLIC UNDERWRITERS

LENDER ACKNOWLEDGMENT

STATE OF Alabama)

) ss

COUNTY OF Jeff.)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Mar W Gilhe.

Given under my hand and official seal this 12th day of Nov, 19 99.

Deborah J. Neal
Notary Public

My commission expires 7/21/01

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002 CJ1 77.00