

**WHEN RECORDED MAIL TO:**

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

Inst # 1999-48621

12/02/1999-48621  
08:44 AM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE

002 CJ1 27.50

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

**MODIFICATION OF MORTGAGE**

THIS MODIFICATION OF MORTGAGE IS DATED NOVEMBER 12, 1999, BETWEEN LEE BARRON BARNETT and ELIZABETH DUREN BARNETT, HUSBAND & WIFE, (referred to below as "Grantor"), whose address is 214 LEES CV, HELENA, AL 35080; and AmSouth Bank (referred to below as "Lender"), whose address is 2228 Pelham Parkway, Pelham, AL 35124.

MORTGAGE. Grantor and Lender have entered into a mortgage dated June 7, 1996 (the "Mortgage") recorded in SHELBY County, State of Alabama as follows:

JULY 26, 1996 SHELBY COUNTY INST #1996 -24190

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

LOT 18, SURVEY OF FALLISTON, FIRST SECTOR, AS RECORDED IN MAP BOOK 18, PAGE 66, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

The Real Property or its address is commonly known as 214 LEES CV, HELENA, AL 35080.

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 \$ 23,000.00 to \$ 34,000.00..

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.

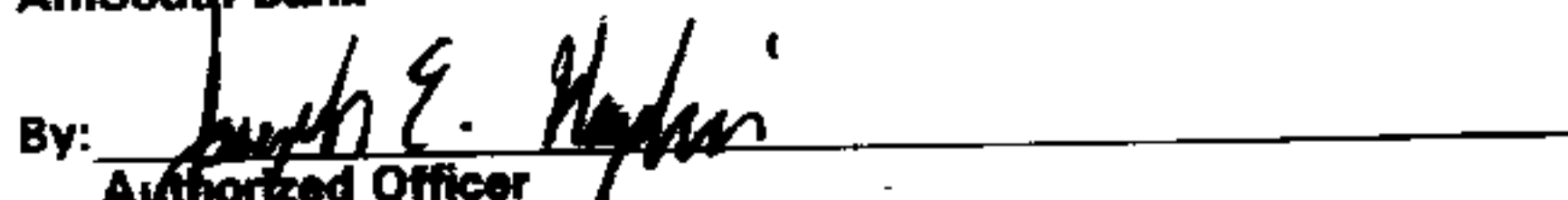
GRANTOR:

  
LEE BARRON BARNETT

  
ELIZABETH DUREN BARNETT

LENDER:

AmSouth Bank

By:   
Authorized Officer

This Modification of Mortgage prepared by:

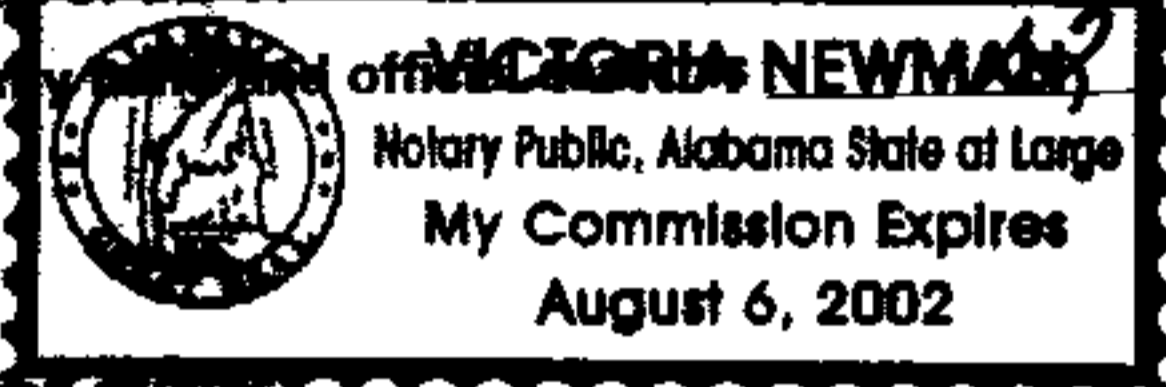
Name: VICTORIA RABY  
Address: P. O. BOX 830721

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 **LEE BARRON BARNETT and ELIZABETH DUREN BARNETT**, 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 12<sup>th</sup> day of November, 1999.  
  
My commission expires \_\_\_\_\_

Victoria Newman  
Notary Public

**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 \_\_\_\_\_  
Given under my hand and official seal this 12<sup>th</sup> day of November, 1999.

  
My commission expires \_\_\_\_\_

Victoria Newman  
Notary Public

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