

**WHEN RECORDED MAIL TO:**

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

Inst # 1999-48623

12/02/1999-48623  
08:44 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
002 CJ1 18.50

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

**MODIFICATION OF MORTGAGE**

THIS MODIFICATION OF MORTGAGE IS DATED NOVEMBER 12, 1999, BETWEEN B STANLEY BRUCE, III and SANDRA BRUCE, HUSBAND AND WIFE (referred to below as "Grantor"), whose address is 312 THOMPSON RD, 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 July 29, 1993 (the "Mortgage") recorded in SHELBY County, State of Alabama as follows:

RECORDED IN SHELBY COUNTY ON 8-27-93/2-7-95/11-21-96/12-3-96/2-10-98 IN BOOK 1993/1995/1996/1996/1998 AND PAGE 25917/03382/38473/39684/04484.

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

LOT 1, ACCORDING TO BRUCE'S ADDITION TO ALABASTER, AS RECORDED IN MAP BOOK 7, PAGE 4, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

The Real Property or its address is commonly known as 312 THOMPSON RD, 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 \$60,000.00 to \$65,000.00.

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 B. Stanley Bruce, III  
B STANLEY BRUCE, III

X Sandra Bruce  
SANDRA BRUCE

LENDER:

AmSouth Bank

By:

[Signature]  
Authorized Officer

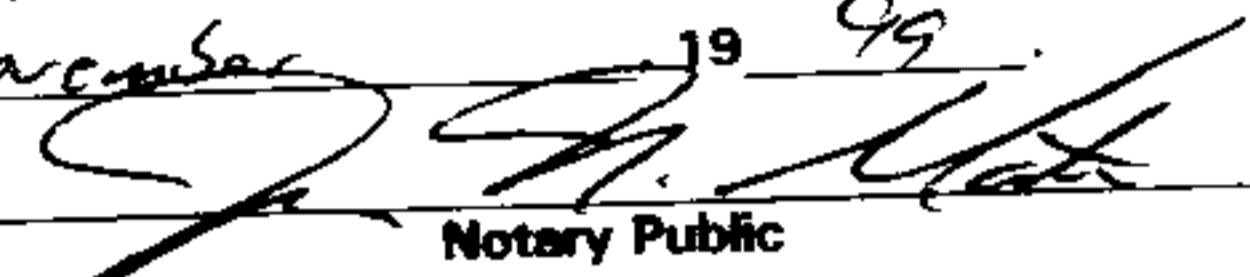
This Modification of Mortgage prepared by:

Name: STACY MCCORMICK  
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 **B STANLEY BRUCE, III; and SANDRA BRUCE**, 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.

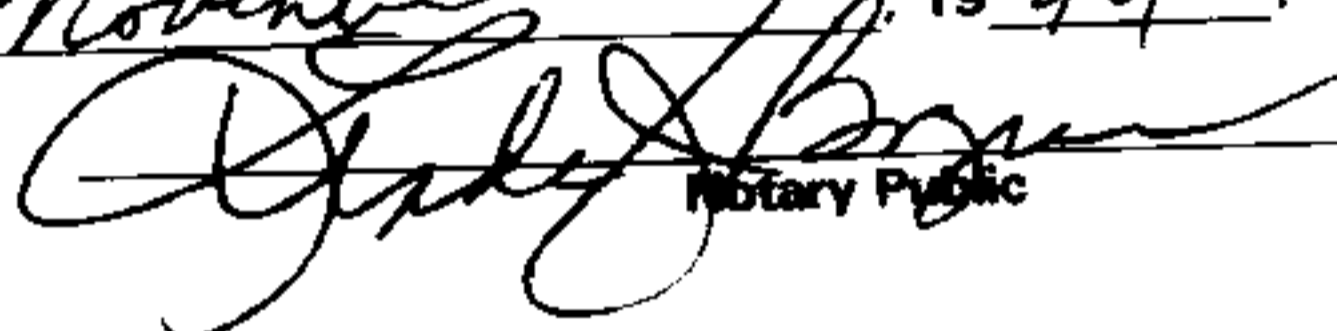
Given under my hand and official seal this 12 day of November 19 99.  
  
Notary Public

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 Jason Sattin.  
Given under my hand and official seal this 12th day of November 19 99.

  
Notary Public

MY COMMISSION EXPIRES  
December 11, 2002  
My commission expires \_\_\_\_\_

Inst # 1999-48623

12/02/1999-48623  
08:44 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
002 CJ1 18.50