

**WHEN RECORDED MAIL TO:**

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

11-18 870499342519

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

**MODIFICATION OF MORTGAGE**

THIS MODIFICATION OF MORTGAGE IS DATED NOVEMBER 10, 1999, BETWEEN KENNETH G. WALZ, JR and SUZANNE MARIE WALZ, HUSBAND AND WIFE, (referred to below as "Grantor"), whose address is 4040 MILNER WAY, BIRMINGHAM, AL 35242; and AmSouth Bank (referred to below as "Lender"), whose address is 200 Corporate Ridge, Birmingham, AL 35242.

MORTGAGE. Grantor and Lender have entered into a mortgage dated January 29, 1999 (the "Mortgage") recorded in SHELBY County, State of Alabama as follows:

RECORDED IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA IN BOOK 1999, PAGE 05599

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

LOT 107, ACCORDING TO THE SURVEY OF FINAL PLAT OF GREYSTONE FARMS, MILNER'S CRESCENT SECTOR-PHASE 2, AS RECORDED IN MAP BOOK 21, PAGE 33, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

The Real Property or its address is commonly known as 4040 MILNER WAY, 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 \$ 70,000 to \$ 149,500.


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 endorser 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   
KENNETH G. WALZ, JR

X   
SUZANNE MARIE WALZ

LENDER:

AmSouth Bank  
By:   
Authorized Officer

Inst # 1999-48758

12/02/1999-48758  
10:28 AM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE

002 MMS 130.25

This Modification of Mortgage prepared by:

Name: GERALDINE J. FORD  
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 **KENNETH G. WALZ, JR;** and **SUZANNE MARIE WALZ**, 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 10<sup>th</sup> day of November, 19 99.  
\_\_\_\_\_  
Notary Public

My commission expires April 30, 2001

**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 10<sup>th</sup> day of November, 19 99.

\_\_\_\_\_  
Notary Public

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

Inst # 1999-48758  
12/02/1999-48758  
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