

11-18

**WHEN RECORDED MAIL TO:**

AmSouth Bank  
Attn: Laura Banks  
P.O. Box 530721  
Birmingham, AL 35283

070499223685

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

**MODIFICATION OF MORTGAGE**

THIS MODIFICATION OF MORTGAGE IS DATED NOVEMBER 5, 1999, BETWEEN CHARLES B RICH, UNMARRIED, (referred to below as "Grantor"), whose address is 813 GREYSTONE HIGHLAND DR, BIRMINGHAM, AL 35242; and AmSouth Bank (referred to below as "Lender"), whose address is 102 Inverness Plaza, Birmingham, AL 35243.

**MORTGAGE.** Grantor and Lender have entered into a mortgage dated May 12, 1997 (the "Mortgage") recorded in SHELBY County, State of Alabama as follows:

RECORDED JUNE 5, 1997 IN SHELBY COUNTY, BOOK 1997, PAGE 17647.

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

LOT 75, ACCORDING TO THE AMENDED MAP OF GREYSTONE HIGHLANDS, PHASE 2, AS RECORDED IN MAP BOOK 19, PAGE 25 IN THE PROBATE OFFICE, SHELBY COUNTY, ALABAMA; BEING SITUATED IN SHELBY COUNTY, ALABAMA.

The Real Property or its address is commonly known as **813 GREYSTONE HIGHLAND DR, 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 \$40,000.00 to \$59,300.00..

**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:**

  
CHARLES B RICH

**LENDER:**

AmSouth Bank

By:   
Authorized Officer

Inst # 1999-48760

12/02/1999-48760  
10:30 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE

002 RMS 39.95

This Modification of Mortgage prepared by:

11-05-1999  
Loan No KZZ18290

**MODIFICATION OF MORTGAGE**  
(Continued)

Page 2

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

**INDIVIDUAL ACKNOWLEDGMENT**

STATE OF Alabama )  
COUNTY OF Shelby ) ss

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **CHARLES B RICH**, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said Modification, he or she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 5 day of November, 19 99.

[Signature]  
Notary Public

My commission expires MY COMMISSION EXPIRES JULY 12, 2000

**LENDER ACKNOWLEDGMENT**

STATE OF Alabama )  
COUNTY OF Shelby ) ss

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that LAURA BANK.

Given under my hand and official seal this 18th day of November, 19 99.

[Signature]  
Notary Public

**MY COMMISSION EXPIRES**  
**December 11, 2002**

My commission expires

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Inst # 1999-48760

12/02/1999-48760

10:30 AM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE

002 MMS

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