

WHEN RECORDED MAIL TO:

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

Inst # 1999-49808
12/09/1999-49808
10:23 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 MMS 22.40

12-2
070499177691

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE IS DATED NOVEMBER 19, 1999, BETWEEN JACK D. SPAIN and JACKIE S. SPAIN, HUSBAND AND WIFE (referred to below as "Grantor"), whose address is 2605 MESQUITE CIR, PELHAM, AL 35124; and AmSouth Bank (referred to below as "Lender"), whose address is 601 Lakeshore Parkway, Birmingham, AL 35209.

MORTGAGE. Grantor and Lender have entered into a mortgage dated November 1, 1996 (the "Mortgage") recorded in SHELBY County, State of Alabama as follows:

MORTGAGE RECORDED FEBRUARY 3, 1997, SHELBY COUNTY, O.R. BOOK 1997, PAGE 03399

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

LOT 8, ACCORDING TO THE AMENDED SURVEY OF CHAPPARRAL, FIRST SECTOR, PHASE I, AS RECORDED IN MAP BOOK 7, PAGE 161, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA; BEING SITUATED IN SHELBY COUNTY, ALABAMA.

The Real Property or its address is commonly known as 2605 MESQUITE CIR, PELHAM, AL 35124.

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 \$ 47,000.00 to \$ 54,600.00..

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:


JACK D. SPAIN


JACKIE S. SPAIN

LENDER:

AmSouth Bank

By:


Authorized Officer

This Modification of Mortgage prepared by:

Name: ANDREA LOCKHART
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 **JACK D. SPAIN** and **JACKIE S. SPAIN**, 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 19th day of November, 1999.
Melanie M. Couch
Notary Public

My commission expires _____
NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: July 28, 2003
BONDED THROUGH NOTARY PUBLIC UNDERWRITERS

LENDER 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 Jack D. and Jackie S. Spain

Given under my hand and official seal this 19th day of November, 1999.
Melanie M. Couch
Notary Public

My commission expires _____
NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: July 28, 2003
BONDED THROUGH NOTARY PUBLIC UNDERWRITERS

Inst # 1999-49808

12/09/1999-49808
10:23 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 MMS 22.40