

12/9

WHEN RECORDED MAIL TO:

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

Inst # 1999-51189

12/20/1999-51189
10:39 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 CJ1 26.30

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

070499150540

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE IS DATED DECEMBER 7, 1999, BETWEEN BRIAN T. KENNEY and DAWN S. KENNEY, HUSBAND AND WIFE, (referred to below as "Grantor"), whose address is 1703 HIGHGOLD CIRCLE, HELENA, AL 35080; and AmSouth Bank (referred to below as "Lender"), whose address is 1849 Montgomery Highway, Birmingham, AL 35244.

MORTGAGE. Grantor and Lender have entered into a mortgage dated June 21, 1996 (the "Mortgage") recorded in SHELBY County, State of Alabama as follows:

RECORDED ON NOVEMBER 21, 1996 IN SHELBY COUNTY, ALABAMA, INSTRUMENT # 1996-38398.

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

LOT 13, ACCORDING TO THE SURVEY OF DEARING DOWNS, 11TH ADDITION, AS RECORDED IN MAP BOOK 15, PAGE 90, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA; BEING SITUATED IN SHELBY COUNTY, ALABAMA.

The Real Property or its address is commonly known as 1703 HIGHGOLD CIRCLE, 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 \$ 14,800 to \$ 25,000..

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 endorers 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 
BRIAN T. KENNEY

X 
DAWN S. KENNEY

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
COUNTY OF Jefferson) SS

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that BRIAN T. KENNEY and DAWN S. KENNEY, 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 17th day of December, 1999

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Mar. 11, 2003
BONDED THROUGH NOTARY PUBLIC UNDERWRITERS

Natalie M. Smith
Notary Public

My commission expires _____

LENDER ACKNOWLEDGMENT

STATE OF Alabama
COUNTY OF Jefferson) SS

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 17th day of December, 1999

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Mar. 11, 2003
BONDED THROUGH NOTARY PUBLIC UNDERWRITERS

Natalie M. Smith
Notary Public

My commission expires _____

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