

WHEN RECORDED MAIL TO:

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

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE IS DATED DECEMBER 17, 1999, BETWEEN ^{Baber} BILLY R. BARBER and DONNA M. BABER, HUSBAND & WIFE, (referred to below as "Grantor"), whose address is 111 CEDAR COVE LN, PELHAM, AL 35124; and AmSouth Bank (referred to below as "Lender"), whose address is 2228 Pelham Parkway, Pelham, AL 35124.

MORTGAGE. Grantor and Lender have entered into a mortgage dated February 8, 1999 (the "Mortgage") recorded in SHELBY County, State of Alabama as follows:

MARCH 12, 1999 SHELBY COUNTY BOOK 1999 PAGE 10411

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

LOT 17, ACCORDING TO THE SURVEY OF OLD VIRGINIA FIRST ADDITION, AS RECORDED IN MAP BOOK 8, PAGE 22, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA. SOURCE OF TITLE: BOOK 1994 PAGE 30558.

The Real Property or its address is commonly known as **4513 OXFORD ROAD, 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 \$ 75,000.00 to \$ 105,000.00..

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 Billy R. Barber
BILLY R. BARBER Baber

X Donna M. Baber
DONNA M. BABER

LENDER:

AmSouth Bank

By: Joseph E. Haplin
Authorized Officer

Inst # 2000-00934

01/10/2000-00934

09:58 AM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE

002 CJ1 56.00

This Modification of Mortgage prepared by:

Name: VICTORIA RABY
Address: P. O. BOX 830721

12-17-1999
Loan No LV509010

MODIFICATION OF MORTGAGE
(Continued)

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City, State, ZIP: BIRMINGHAM, AL 35283

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Alabama)

) SS

COUNTY OF Shelley)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **BILLY R. BARBER** and **DONNA M. BABER**, 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 17 day of Dec, 19 99.

Phyllis Chapman
Notary Public

NOTARY PUBLIC STATE OF ALABAMA AT LARGE.
MY COMMISSION EXPIRES: Oct. 15, 2001.
BONDED THROUGH NOTARY PUBLIC

My commission expires

LENDER ACKNOWLEDGMENT

STATE OF Alabama)

) SS

COUNTY OF Shelley)

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

Given under my hand and official seal this 17 day of Dec, 19 99.

Phyllis Chapman
Notary Public

NOTARY PUBLIC STATE OF ALABAMA AT LARGE.
MY COMMISSION EXPIRES: Oct. 15, 2001.
BONDED THROUGH NOTARY PUBLIC

My commission expires

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Inst # 2000-00934

01/10/2000-00934
09:58 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 CJ1 56.00