070499359034

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

(Seal)

## **MODIFICATION OF MORTGAGE**

THIS MODIFICATION OF MORTGAGE dated May 22, 2000, is made and executed between GREGORY D. MC NAIR, whose address is 787 MERLIN DR, CALERA, AL 35040 and TINA L. MC NAIR, whose address is 787 MERLIN DR, CALERA, AL 35040; husband and wife (referred to below as "Grantor") and AmSouth Bank, whose address is Alabaster Office, 1235 First Street North, Alabaster, AL 35007 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated April 12, 1999 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

MORTGAGE RECORDED APRIL 30, 1999, SHELBY COUNTY, O.R. BOOK 1999, PAGE 18088.

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

LOT 10, IN THE ROUND TABLE, AS SHOWN BY THE MAP OF THE ROUND TABLE, AS RECORDED IN MAP BOOK 7, PAGE 38, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

The Real Property or its address is commonly known as 787 MERLIN DR, CALERA, AL 35040.

MODIFICATION. Lender and Grantor 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 \$20,000.00 to \$25,000.00.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. 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.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED MAY 22, 2000. THIS MODIFICATION IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS MODIFICATION IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.

**GRANTOR:** 

X May 1 (1-1 (C))

(Seal)

TIMA I MC NAIR Individuals

LENDER:

Authorized Signer

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This Modification of Mortgage prepared by:

Name: COLANDA WILLIAMS Address: P.O. BOX 830721

City, State, ZIP: BIRMINGHAM, AL 35283

Inst # 2000-24257

O7/19/2000-24257
10:19 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 CJ1 18.50

## INDIVIDUAL ACKNOWLEDGMENT STATE OF ALABAMA ) \$\$ **COUNTY OF SHELBY** I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that GREGORY D. MC NAIR and TINA L. MC NAIR, 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 day of **Notary Public** NOTARY PUBLIC STATE OF ALABAMA AT LARGE MY COMMISSION EXPIRES: Sept. 30, 2002 My commission expires BONDED THRU NOTARY PUBLIC UNDERWRITERS LENDER ACKNOWLEDGMENT STATE OF ALABAMA ) SS **COUNTY OF SHELBY** before me on this day that, being informed of the contents of said, he or she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation, Given under my hand and official seal this MY COMMISSION EXPIRES December 11, 2002 Notary Public My commission expires

[LASER PRO Lending, Reg. U.S. Pat. & T.M. OFF., Ver. 5,12,00.07 [c] Concentrex 1997, 2000. All Rights Reserved. - AL R:\CFI\LPL\G201.FC TR-2524 PR-19[

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