

**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** dated January 26, 2001, is made and executed between **JOHN W. MCMURRY**, whose address is 17480 HIGHWAY 42, SHELBY , AL 35143 and **VIRGINIA L. MCMURRY**, whose address is 17480 HIGHWAY 42, SHELBY , AL 35143; husband and wife (referred to below as "Grantor") and **AmSouth Bank**, whose address is 6800 Pines Road, Shreveport, LA 71129 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated March 2, 1998 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

**MARCH 16, 1998, SHELBY COUNTY, ALABAMA. BOOK 1998 PAGE 09034.**

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

LOT NO. 1, ACCORDING TO WILLOW ISLAND SUBDIVISION, A PLAT OF SAID SUBDIVISION IS RECORDED IN MAP BOOK 4, ON PAGE 73, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA

The Real Property or its address is commonly known as 17480 HIGHWAY 42, SHELBY , AL 35143.


**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 \$ 53,000.00.

**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 JANUARY 26, 2001. 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  (Seal)  
JOHN W. MCMURRY, Individually

X  (Seal)  
VIRGINIA L. MCMURRY, Individually

**LENDER:**

X  (Seal)  
Authorized Signer

This Modification of Mortgage prepared by:

Name: JORDENE WILSON  
Address: P.O. BOX 830721  
City, State, ZIP: BIRMINGHAM, AL 35283

Inst # 2001-04515

02/08/2001-04515  
09:47 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
002 HMB 63.50

MODIFICATION OF MORTGAGE  
(Continued)

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Alabama )  
 ) SS  
COUNTY OF Shelby )

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that JOHN W. MCMURRY and VIRGINIA L. MCMURRY, 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 26 day of January, 20 01.

Shefo Davis  
Notary Public

NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: Oct 27, 2004  
BONDED THRU NOTARY PUBLIC UNDERWRITERS

My commission expires

LENDER ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ )  
 ) SS  
COUNTY OF \_\_\_\_\_ )

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that \_\_\_\_\_ a corporation, is signed to the foregoing and who is known to me, acknowledged 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 \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

Beverly L. Baird  
Notary Public

My commission expires 6-3-2003

Inst # 2001-04515

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