

WHEN RECORDED MAIL TO:

AmSouth Bank
P.O. Box 830721
Birmingham, AL 35283

20020800927460
070499261479

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated April 2, 2002, is made and executed between **ROBBIE WOOLSTEEN**, whose address is 2242 PUP RUN DR., HELENA, AL 35080; unmarried (referred to below as "Grantor") and **AmSouth Bank**, whose address is P.O. Box 830721, Birmingham, AL 35283 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated November 28, 1997 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

FEBRUARY 11, 1998
SHELBY COUNTY JUDGE OF PROBATE
INST #1998-04654.

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

LOT 19, IN BLOCK "D", ACCORDING TO THE AMENDED MAP OF FOX HAVEN, FIRST SECTOR, AS RECORDED IN MAP BOOK 7, PAGE 86, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

The Real Property or its address is commonly known as 2242 PUP RUN DR., HELENA, AL 35080.

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 \$21,100.00 to \$40,000.00.

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 APRIL 2, 2002.

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 Robbie D Woolsteen (Seal)
ROBBIE D. WOOLSTEEN, Individually

X Thomas L Woolsteen (Seal)
THOMAS L. WOOLSTEEN, Individually

LENDER:

X Muri C. Burge (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

Name: RENE ACKER
Address: P.O. BOX 830721
City, State, ZIP: BIRMINGHAM, AL 35283

Inst # 2002-17028

04/11/2002-17028
01:45 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 MSB 42.35

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 **ROBBIE D. WOOLSTEEN and THOMAS L. WOOLSTEEN, unmarried**, 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 2nd day of April, 2002.

Don H. Mims
Notary Public

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

My commission expires _____

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 _____ 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 4th day of April, 2002.

Andy Boger
Notary Public

MY COMMISSION EXPIRES
December 11, 2002

My commission expires _____

Inst # 2002-17028

04/11/2002-17028
01:45 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 MSB 42.35