

1/24

WHEN RECORDED MAIL TO:

AmSouth Bank
Riverchase Office
1849 Highway 31 South
Birmingham, AL 35244

20030091729370
070499528794

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated January 23, 2003, is made and executed between **EARL L. MITCHELL**, whose address is 1655 ASHVILLE RD, MONTEVALLO, AL 35115; unmarried (referred to below as "Grantor") and AmSouth Bank, whose address is 1849 Highway 31 South, Birmingham, AL 35244 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated February 21, 2001 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

MARCH 7, 2001, SHELBY COUNTY, BOOK 2001 PAGE 07943.

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

See EXHIBIT "A", which is attached to this Modification and made a part of this Modification as if fully set forth herein.

The Real Property or its address is commonly known as 1655 ASHVILLE RD, MONTEVALLO, AL 35115.

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 \$5,000 to \$15,000.

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 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.

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 23, 2003.

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 Earl L. Mitchell (Seal)
EARL L. MITCHELL, Individually

LENDER:

X Amy Robert (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

Name: PATRICE M. CARNEY
Address: P.O. BOX 830721
City, State, ZIP: BIRMINGHAM, AL 35283

MODIFICATION OF MORTGAGE
(Continued)

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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 **EARL L. MITCHELL, unmarried**, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said Modification, he or she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 23 day of January, 20 03.
W. R. Jones
Notary Public

My commission expires 4/19/06

LENDER ACKNOWLEDGMENT

STATE OF Alabama)
) SS
COUNTY OF at Large)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Amy Roberts 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 23rd day of January, 20 03.
L. B. Jones
Notary Public

MY COMMISSION EXPIRES
December 11, 2006

My commission expires _____

Exhibit A (Legal Description)

Situated in SHELBY County, AL.

BEGINNING AT THE SOUTHEAST CORNER OF THAT PART OF THE NE ¼ OF THE NW ¼ OF THE SECTION 21 TOWNSHIP 22 SOUTH, RANGE 3 WEST, WHICH LIES BETWEEN THE MONTEVALLO AND ASHVILLE PUBLIC ROAD ON THE EAST AND “WORTH HIGHLANDS” ON THE WEST, AND BOTH OF THE MONTEVALLO AND ELYTON PUBLIC ROAD, WHICH SAID LAND WAS CONVEYED BY L. N. NABORS AND OTHERS TO FRANK MOODY, SR. BY DEED DATED TO-WIT, AUGUST 19, 1903, AND RECORDED IN DEED RECORD OF SAID SHELBY COUNTY IN DEED BOOK 30, PAGE 230; THENCE FROM ABOVE POINT NORTH AND PARALLEL WITH THE MONTEVALLO AND ASHVILLE PUBLIC ROAD A DISTANCE OF 500 FEET TO POINT OF BEGINNING; THENCE NORTH AND PARALLEL WITH THE MONTEVALLO AND ASHVILLE PUBLIC ROAD A DISTANCE OF 350 FEET; THENCE SOUTH AND PARALLEL WITH THE MOTWVALLO AND ASHVILLE PUBLIC ROAD A DISTANCE OF 100 FEET; THENCE WEST A PERPENDICULAR WITH SAID MONTEVALLO AND ASHVILLE PUBLIC ROAD A DISTANCE OF 100 FEET; THENCE EAST AND PERPENDICULAR WITH THE MONTEVALLO AND ASHVILLE PUBLIC ROAD A DISTANCE OF 150 FEET TO THE POINT OF BEGINNING, SITUATED IN SHELBY COUNTY, ALABAMA.

Being the same property conveyed from ANDREW M. CUOMO, SECRETARY OF HOUSING AND URBAN DEVELOPMENT to EARL L. MITCHELL by deed dated 07/21/2000 and recorded 08/04/2000 in INST. # 2000-26291 of the public records of SHELBY county, AL.

Tax Map Reference: 27-5-21-2-001-004.000

ATLANTIC ASSURANCE