20030207000077070 Pg 1/2 51.50 Shelby Cnty Judge of Probate, AL 02/07/2003 13:12:00 FILED/CERTIFIED

## WHEN RECORDED MAIL TO:

AmSouth Bank Attn: Sheila Cook P.O. Box 830734 Birmingham, AL 35283

20030311609270 SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated January 28, 2003, is made and executed between WILSIE T. HAYES, whose address is 1953 INDIAN LAKE DR, BIRMINGHAM, AL 35244; unmarried (referred to below as "Grantor") and AmSouth Bank, whose address is 102 Inverness Plaza, Birmingham, AL 35243 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated June 21, 2000 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED 07-10-2000 IN INST # 2000-22922.

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

LOT 11, ACCORDING TO THE SURVEY OF INDIAN VALLEY LAKE ESTATES, 1ST SECTOR, AS RECORDED IN MAP BOOK 5 PAGE 130, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

RECORDED 07-10-2000 IN INST # 2000-22922

The Real Property or its address is commonly known as 1953 INDIAN LAKE DR, BIRMINGHAM, AL 35244.

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 \$25,000 to \$50,000.

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 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 28, 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:** 

LENDER:

**Authorized Signer** 

WILSIE T. HAYES, Individually

(Seal)

This Modification of Mortgage prepared by:

Name: CHERYL JENSEN Address: P.O. BOX 830721

City, State, ZIP: BIRMINGHAM, AL 35283

## INDIVIDUAL ACKNOWLEDGMENT 200302070000077070 Pg 2/2 51.50 STATE OF 02/07/2003 13:12:00 FILED/CERTIFIED ) SS **COUNTY OF** I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that WILSIE T. HAYES, 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 My commission expires NOTARY PUBLIC STATE OF ALABAMA AT LARGE MY COMMISSION EXPIRES: Oct 17, 2004 **Notary Public** LENDER ACKNOWLEDGMENT ) SS COUNTY OF Sychology 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. day of \_ Given under my hand and official seal this \_\_\_\_\_\_ **Notary Public** December 11, 2006 My commission expires

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