20031203000784200 Pg 1/2 117.50 Shelby Cnty Judge of Probate, AL 12/03/2003 12:20:00 FILED/CERTIFIED

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WHEN RECORDED MAIL TO:

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

20032251625340

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

070499194910

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated September 12, 2003, is made and executed between RODNEY L. CAMP, whose address is 4268 ASHINGTON DRIVE, BIRMINGHAM, AL 35242 and LESLIE C. CAMP, whose address is 4268 ASHINGTON DRIVE, BIRMINGHAM, AL 35242; husband and wife (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 December 19, 1996 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED 01/24/1997 INSTR # 1997-02468 AND MODIFIED APRIL 10, 1998 RECORDED 05/12/1998 INSTR # 1998-17344 AND MODIFIED DECEMBER 21, 1999 RECORDED 01/18/2000 INST # 2000-01838 AND MODIFIED OCTOBER 24, 2001 RECORDED 11/09/2001 INST # 2001-48655 AND MODIFIED 9-12-2003 IN SHELBY COUNTY.

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

LOT 242, ACCORDING TO THE SURVEY OF BROOK HIGHLAND, AN EDDLEMAN COMMUNITY, 6TH SECTOR, 2ND PHASE, AS RECORDED IN MAP BOOK 15, PAGE 50 A & B, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA

The Real Property or its address is commonly known as 4268 ASHINGTON DRIVE, BIRMINGHAM, AL 35242.

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 \$120,000 to \$189,000.

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 SEPTEMBER 12, 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:** 

RODNEY L. CAMP, Individually

LENDER:

Authorized Signer

(Seal)

LESLIE C. CAMP. Individually

This Modification of Mortgage prepared by:

Name: ANGELA RENDA Address: P.O. BOX 830721

City, State, ZIP: BIRMINGHAM, AL 35283

commenced and the control of the con

INDIVIDUAL ACKNOWLEDGMENT			
STATE OF MANA	)		
	) SS		
COUNTY OF Shellow	}		
I, the undersigned authority, a Notary Public in and for said of husband and wife, whose names are signed to the foregoing is being informed of the contents of said Modification, they execute	instrument, and who	are known to me, acknowledged before me on this day that	
Given under my hand and official seal this	day of	20 05.	
		Notary Public	_
My commission expires $\sqrt{2}-2(-05)$			
		RACHEL D. COOK NOTARY PUBLIC STATE OF ALABAMA	
LENDER ACKNOWLED GMEWTEXP. 12-21-2005			
$I_{i}$			
STATE OF (Alabanean	)	20031203000784200 Pg 2/2 117.50	
	) SS	20031203000/84200 FS Probate, AL Shelby Cnty Judge of Probate, AL 12/03/2003 12:20:00 FILED/CERTIFI	ΕD
COUNTY OF allange	)	(2)00/200	
I, the undersigned authority, a Notary Public in and for said country a co	unty in said state, her	reby certify that Amer Roberts	
before me on this day that, being informed of the contents voluntarily for and as the act of said corporation.	of said, he or she,	, as such officer and with full <b>au</b> lthority, executed the sam	e ne
Given under my hand and official seal this	day of	Rotanthem, 20 0B.	
MY COMMISSION EXPIRES	ـــر	List & Boyns	
<b>December 11</b> , 2006		Notary Public	<del></del>
My commission expires			

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