

Inst # 2001-07163

03/01/2001-07163
12:34 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 MMB 24.50

12/21/01
WHEN RECORDED MAIL TO:

AmSouth Bank
Attn: Laura Banks
P.O. Box 830721
Birmingham, AL 35283

200103113415 SC
070499 183681
SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated February 16, 2001, is made and executed between **GEORGE MICHAEL LEAGUE**, whose address is 4120 GUILFORD ROAD, BIRMINGHAM, AL 35242; 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 October 29, 1996 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

DECEMBER 4, 1996, SHELBY COUNTY, ALABAMA. BOOK 1996 PAGE 39744.

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

LOT 151, GREYSTONE FARMS, GUILFORD PLACE, PHASE 1, AS RECORDED IN MAP VOLUME 20, PAGE 105 IN THE OFFICE OF THE JUDGE OF PROBATE SHELBY COUNTY, ALABAMA.

The Real Property or its address is commonly known as 4120 GUILFORD ROAD, 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 \$ 32,000.00 to \$ 39,000.00.

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 endorser 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 FEBRUARY 16, 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 George Michael League (Seal)
GEORGE MICHAEL LEAGUE, Individually

LENDER:

x Christina Marie Edwards (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

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

MODIFICATION OF MORTGAGE
(Continued)

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INDIVIDUAL ACKNOWLEDGMENT

STATE OF Alabama

COUNTY OF Shelby

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I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **GEORGE MICHAEL LEAGUE**, 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 16 day of February, 20 01.

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Jan. 22, 2003
BONDED THRU NOTARY PUBLIC UNDERWRITERS

My commission expires

Christina Marie Edwards
Notary Public

LENDER ACKNOWLEDGMENT

STATE OF Alabama

COUNTY OF Shelby

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) SS
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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 21st day of February, 20 01.

My commission expires

 MY COMMISSION EXPIRES
January 22, 2003

Linda H. Hargis
Notary Public

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