

WHEN RECORDED MAIL TO:

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

Inst # 2001-08648

03/12/2001-08648
01:30 PM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE

002 DLH 67.50

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated February 27, 2001, is made and executed between BOBBY L. RUSHING, A.K.A. BOBBY LYNN RUSHING, whose address is 824 SHADY OAK LN, MONTEVALLO, AL 35115 and LYNNETTE C. RUSHING, whose address is 824 SHADY OAK LN, MONTEVALLO, AL 35115; husband and wife (referred to below as "Grantor") and AmSouth Bank, whose address is 200 Corporate Ridge North, Birmingham, AL 35242 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated October 24, 1994 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

MORTGAGE RECORDED NOVEMBER 10, 1994, SHELBY COUNTY, O.R. BOOK 1994, PAGE 33646.

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

A TRACT OF LAND LOCATED IN THE SE 1/4 OF SW 1/4 OF SEC 22, T21S, R3W, DESCRIBED AS FOLLOWS:

COMMENCE AT THE SE CORNER OF THE SAID 1/4-1/4 SECTION; THENCE NORTH ALONG THE EAST LINE OF SAID 1/4-1/4 SECTION 700 FT; THENCE 88DEG 30MIN LEFT 380 FT TO THE WEST RIGHT OF WAY BOUNDARY OF A STREET AND THE POINT OF BEGINNING OF TRACT OF LAND HEREIN DESCRIBED; THENCE CONTINUE ALONG THE LAST MENTIONED COURSE 200 FT; THENCE 91DEG 30MIN LEFT 325 FT TO THE NORTH RIGHT OF WAY BOUNDARY OF A STREET; THENCE 88DEG 30MIN LEFT ALONG SAID STREET 175 FT TO THE POINT OF A CURVE TO THE LEFT, SAID CURVE BEING SUBTENDED BY A CENTRAL ANGLE OF 88DEG 30MIN AND HAVING A RADIUS OF 25 FT; THENCE AROUND THE ARC OF SAID CURVE TO THE POINT OF TANGENT, THENCE CONTINUE ALONG SAID TANGENT 300 FT TO THE POINT OF BEGINNING.

SITUATED IN SHELBY COUNTY, ALABAMA.

The Real Property or its address is commonly known as 824 SHADY OAK LN, 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 \$90,000.00 to \$125,000.00.

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 FEBRUARY 27, 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  (Seal)
BOBBY L. RUSHING, Individually

X  (Seal)
LYNNETTE C. RUSHING, Individually

LENDER:

X  (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

Name: COLANDA WILLIAMS-
Address: P.O. BOX 830721
City, State, ZIP: BIRMINGHAM, AL 35283

MODIFICATION OF MORTGAGE
(Continued)

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INDIVIDUAL ACKNOWLEDGMENT

STATE OF Ala

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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 **BOBBY L. RUSHING** and **LYNNETTE C. RUSHING**, 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 27 day of February, 2001.

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Mar. 1, 2003
BONDED THROUGH NOTARY PUBLIC UNDERWRITERS

My commission expires _____

[Signature]
Notary Public

LENDER ACKNOWLEDGMENT

STATE OF Ala

)

COUNTY OF Shelby

) 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 5th day of March, 2001.

MY COMMISSION EXPIRES
December 11, 2002

My commission expires _____

[Signature]
Notary Public

Inst # 2001-08648

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