

03-06-01

**WHEN RECORDED MAIL TO:**

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

Inst # 2001-08671

03/12/2001-08671  
02:22 PM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE

002 D.L.H. 21.50

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

20016441441040  
076499497040

**MODIFICATION OF MORTGAGE**

**THIS MODIFICATION OF MORTGAGE** dated March 2, 2001, is made and executed between CARLA G. HERNDON, whose address is 101 HIDDEN CREEK CIR, PELHAM, AL 35124; unmarried (referred to below as "Grantor") and AmSouth Bank, whose address is 2228 Pelham Parkway, Pelham, AL 35124 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated October 31, 2000 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

**MORTGAGE RECORDED NOVEMBER 17, 2000, SHELBY COUNTY, O.R. BOOK 2000, PAGE 39990.**

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

LOT 47, ACCORDING TO THE SURVEY OF HIDDEN CREEK, AS RECORDED IN MAP BOOK 23, PAGE 97, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

The Real Property or its address is commonly known as 101 HIDDEN CREEK CIR, PELHAM, AL 35124.

**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 \$9,800.00 to \$14,800.00.

**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 endorsees 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 MARCH 2, 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 Carla G. Herndon (Seal)  
CARLA G. HERNDON, Individually

**LENDER:**

x Connie D. Tolbert (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)

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Alabama )  
 )  
COUNTY OF Shelby ) SS  
 )

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **CARLA G. HERNDON**, 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 2 day of March, 20 01.

Connie D. Jolley  
Notary Public

My commission expires 12-13-2003


LENDER ACKNOWLEDGMENT

STATE OF Alabama )  
 )  
COUNTY OF Jefferson ) SS  
 )

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 6<sup>th</sup> day of March, 20 01.

[Signature]  
Notary Public

My commission expires  **COMMISSION EXPIRES**  
**December 11, 2002**

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