

Inst # 2001-22437

**WHEN RECORDED MAIL TO:**

AmSouth Bank  
Attn: Larry Daniels  
P.O. Box 830721  
Birmingham, AL 35283

06/04/2001-22437  
09:03 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
002 DLH 29.00

20011201727020 / 070499015438

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

**MODIFICATION OF MORTGAGE**

**THIS MODIFICATION OF MORTGAGE** dated May 21, 2001, is made and executed between **CLIFTON R. WINSLETT**, whose address is **30 LOKEY FERRY RD, WILSONVILLE, AL 35186** and **SHAREE C. WINSLETT**, whose address is **30 LOKEY FERRY RD, WILSONVILLE, AL 35186**; 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 April 28, 1993 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

SEPT. 9, 1993 SHELBY COUNTY, ALABAMA INSTRUMENT # 1993-27461.

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

BEGIN AT THE INTERSECTION OF THE EAST LINE OF COUNTY HIGHWAY NO. 61, HERETOFORE KNOWN AS OLD MONTGOMERY ROAD, AND THE SOUTHWESTERLY LINE OF THE MARDIS FERRY ROAD AND RUN IN SOUTHEASTERLY DIRECTION ALONG THE SAID LINE OF SAID MARDIS FERRY ROAD 255 FEET; THENCE RUN IN A SOUTHWESTERLY DIRECTION ALONG THE EAST SIDE OF THE FIELD ROAD, 470 FEET, MORE OR LESS, TO AN IRON STOB; THENCE RUN WEST 231 FEET, MORE OR LESS, TO THE EAST LINE OF SAID COUNTY ROAD TO AN IRON STOB LOCATED 648 FEET SOUTHWESTERLY OF THE POINT OF BEGINNING RUNNING ALONG SAID COUNTY ROAD; THENCE RUN NORTHEASTERLY ALONG SAID COUNTY HIGHWAY NO. 1 RIGHT OF WAY A DISTANCE OF 648 FEET TO THE POINT OF BEGINNING. SAID PROPERTY BEING SITUATED IN THE SE 1/4 OF SE 1/4, SECTION 11, AND THE SW 1/4 OF SW 1/4 OF SECTION 12, ALL IN TOWNSHIP 21, RANGE 1 EAST, BEING SITUATED IN SHELBY COUNTY, ALABAMA.

The Real Property or its address is commonly known as 30 LOKEY FERRY RD, WILSONVILLE, AL 35186.

**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 \$15,000 to \$25,000.

**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 MAY 21, 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)  
CLIFTON R. WINSLETT, Individually

X  (Seal)  
SHAREE C. WINSLETT, Individually

**LENDER:**

X  (Seal)  
Authorized Signer

This Modification of Mortgage prepared by:

Name: ANDREA LOCKHART  
Address: P.O. BOX 830721  
City, State, ZIP: BIRMINGHAM, AL 35283

MODIFICATION OF MORTGAGE  
(Continued)

Page 2

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Alabama

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) SS

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 CLIFTON R. WINSLETT and SHAREE C. WINSLETT, 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 21 day of Aug, 2001.

[Signature]  
Notary Public

My commission expires 3/00

LENDER ACKNOWLEDGMENT

STATE OF Alabama

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) SS

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 \_\_\_\_\_ 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 21 day of Aug, 2001.

[Signature]  
Notary Public

My commission expires 3/00

[LASER PRO Lending, Reg. U.S. Pat. & T.M. OFF., Ver. 5.15.11.01 (c) Concentrix 1997, 2001. All Rights Reserved. - AL R10FHLPL1G201.FC TR-46807 PR-19]

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