

**WHEN RECORDED MAIL TO:**

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

20011491343500  
070499355966

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

**MODIFICATION OF MORTGAGE**

**THIS MODIFICATION OF MORTGAGE** dated June 18, 2001, is made and executed between **ROBERT D. WOOD**, whose address is 2586 WILLOWBROOK CIRCLE, BIRMINGHAM, AL 35242 and **KELLI H. WOOD**, whose address is 2586 WILLOWBROOK CIRCLE, 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 April 1, 1999 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

**APRIL 13, 1999 SHELBY COUNTY, ALABAMA INST # 1999-15495.**

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

LOT 34, ACCORDING TO THE SURVEY OF WILLOWBROOK, AS RECORDED IN MAP BOOK 11, PAGE 48 A & B, IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA.

The Real Property or its address is commonly known as 2586 WILLOWBROOK CIRCLE, 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 \$39,000 to \$59,000.

**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 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 JUNE 18, 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 Robert D. Wood (Seal)  
ROBERT D. WOOD, Individually

x Kelli H. Wood (Seal)  
KELLI H. WOOD, Individually

**LENDER:**

x Kevin A. Bridges (Seal)  
Authorized Signer

This Modification of Mortgage prepared by:

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

Inst # 2001-27092

07/02/2001-27092  
11:06 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
002 MB 44.00

MODIFICATION OF MORTGAGE  
(Continued)

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INDIVIDUAL ACKNOWLEDGMENT

STATE OF

Alabama

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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 ROBERT D. WOOD and KELLI H. WOOD, 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 18 day of June, 2001.

NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: Sept 1, 2004  
~~FORWARDED THRU NOTARY PUBLIC (UNRECORDED)~~

Notary Public

My commission expires

LENDER ACKNOWLEDGMENT

STATE OF

Alabama

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COUNTY OF

Jefferson

) SS

)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Herri A. Bridges 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 20th day of June, 2001.

MY COMMISSION EXPIRES  
December 1, 2004

Notary Public

My commission expires

Inst # 2001-27092

07/02/2001-27092  
11:06 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
002 HB 44.00