

9/5

Inst # 2001-43972

WHEN RECORDED MAIL TO:

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

10/10/2001-43972  
10:35 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
002 CH 29.00

20012291139480  
070499144548

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

**MODIFICATION OF MORTGAGE**

THIS MODIFICATION OF MORTGAGE dated September 4, 2001, is made and executed between MARTY D. DEVAUGHN, whose address is 324 PEBBLE LN, ALABASTER, AL 35007 and RHONDA H. DEVAUGHN, whose address is 324 PEBBLE LN, ALABASTER, AL 35007; husband and wife (referred to below as "Grantor") and AmSouth Bank, whose address is 1304 Tomahawk Road, Birmingham, AL 35214 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated June 15, 1996 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

JULY 3, 1996 SHELBY COUNTY, ALABAMA INST # 1996-21438.

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

LOT 1, ACCORDING TO THE SURVEY OF THE FIRST ADDITION TO ASHFORD HEIGHTS, AS RECORDED IN MAP BOOK 17, PAGE 15, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA. BEING SITUATED IN SHELBY COUNTY, ALABAMA.

The Real Property or its address is commonly known as 324 PEBBLE LN, ALABASTER, AL 35007.

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 \$10,000 to \$20,000.

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 SEPTEMBER 4, 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 Marty D. Devaughn (Seal)  
MARTY D. DEVAUGHN, Individually

x Rhonda H. Devaughn (Seal)  
RHONDA H. DEVAUGHN, Individually

LENDER:

x Donna Kattik (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)

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INDIVIDUAL 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 **MARTY D. DEVAUGHN and RHONDA H. DEVAUGHN**, 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 4 day of Sept, 20 01.

NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: JUN 21, 2005  
BONDED THRU NOTARY PUBLIC UNDERWRITERS

Rhonda S. Neal  
Notary Public

My commission expires

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 4 day of Sept, 20 01.

NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: JUN 21, 2005  
BONDED THRU NOTARY PUBLIC UNDERWRITERS

Rhonda S. Neal  
Notary Public

My commission expires

27:57 5-SEP 10.

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