

WHEN RECORDED MAIL TO:

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

Inst # 2001-44254

20012611324450
070499254540

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated September 28, 2001, is made and executed between MONTE R STEWART, whose address is 3424 INDIAN LAKE DR, PELHAM, AL 35124 and PAULA K STEWART, whose address is 3424 INDIAN LAKE DR, PELHAM, AL 35124; husband and wife (referred to below as "Grantor") and AmSouth Bank, whose address is 1849 Highway 31 South, Birmingham, AL 35244 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated October 23, 1997 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED ON NOVEMBER 13, 1997 IN SHELBY COUNTY, ALABAMA IN INSTRUMENT NUMBER 1997-37042.

MATURITY DATE IS OCTOBER 23, 2017.

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

See EXHIBIT "A", which is attached to this Modification and made a part of this Modification as if fully set forth herein.

The Real Property or its address is commonly known as 3424 INDIAN LAKE DR, 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 \$ 40,000.00 to \$ 75,000.00.

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 SEPTEMBER 28, 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 Monte R. Stewart (Seal)
MONTE R STEWART, Individually

X Paula K. Stewart (Seal)
PAULA K STEWART, Individually

LENDER:

X Carole W. Corrington (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

Name: CARLA HOLMES
Address: P.O. BOX 830721
City, State, ZIP: BIRMINGHAM, AL 35283

Inst # 2001-44254

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SHELBY COUNTY JUDGE OF PROBATE
003 MEL 69.50

MODIFICATION OF MORTGAGE
(Continued)

Page 2

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Alabama
COUNTY OF Jefferson

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) SS
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I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that MONTE R STEWART and PAULA K STEWART, 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 28 day of September, 2001.

Carole W. Corrigan
Notary Public

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Mar 2, 2004
BONDED THRU NOTARY PUBLIC UNDERWRITERS

My commission expires

LENDER ACKNOWLEDGMENT

STATE OF Alabama
COUNTY OF Jefferson

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) 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 28 day of Oct, 2001.

Julie J. Brown
Notary Public

MY COMMISSION EXPIRES
December 11, 2002

My commission expires

Inst # 2001-44254

10/11/2001-44254
02:41 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 MEL

Commence at the Northwest corner of the Southwest one quarter of the Northwest quarter of Section 36, Township 19 South, Range 3 West; thence run Easterly along the North line of said quarter quarter section line for a distance of 412.33 feet; thence turn an interior angle to the left of $50^{\circ} 01'$ and run in a Southwesterly direction along the margin of a chert road for a distance of 79.20 feet; thence turn an interior angle to the right of $177^{\circ} 58'$ and run in a Southeasterly direction along the margin of a chert road for a distance of 196.00 feet to the point of beginning; from the point of beginning thus obtained continue along last described course for a distance of 43.02 feet; thence turn an interior angle to the right of $191^{\circ} 59'$ and run in a Southwesterly direction along the margin of a chert road for a distance of 120.00 feet; thence turn an interior angle to the right of $89^{\circ} 54' 26''$ and run in a Southeasterly direction for a distance of 216.56 feet; thence turn an interior angle to the right of $101^{\circ} 52' 32''$ and run in a Northeasterly direction along the edge of a lake for a distance of 25.00 feet; thence turn an interior angle to the right of $163^{\circ} 28'$ and run in a northeasterly direction along the edge of a lake for a distance of 120.83 feet; thence turn an interior angle to the right of $240^{\circ} 55'$ and run in a Southeasterly direction along the edge of a lake for a distance of 36.20 feet; thence turn an interior angle to the right of $140^{\circ} 14'$ and run in a Northeasterly direction along the edge of a lake for a distance of 88.18 feet; thence turn an interior angle to the right of $55^{\circ} 54' 27''$ and run in a Northwesterly direction for a distance of 289.24 feet to the point of beginning.

Situated in Shelby County, Alabama.