

**WHEN RECORDED MAIL TO:**

AmSouth Bank  
Hoover Office  
1592 Montgomery Highway  
Birmingham, AL 35216

Inst # 2001-45353

10/19/2001-45353  
02:27 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE

000 CH 164.00

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

20012691306170

070499047464

**MODIFICATION OF MORTGAGE**

**THIS MODIFICATION OF MORTGAGE** dated October 11, 2001, is made and executed between VINCENT A. TORTORICI, JR., whose address is 4219 ASHINGTON DRIVE, BIRMINGHAM, AL 35242 and SHEILA TORTORICI, whose address is 4219 ASHINGTON DRIVE, BIRMINGHAM, AL 35242; husband and wife (referred to below as "Grantor") and AmSouth Bank, whose address is 1592 Montgomery Highway, Birmingham, AL 35216 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated September 10, 1999 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED ON SEPTEMBER 20, 1999 IN THE OFFICE OF THE JUDGE OF PROBATE, SHELBY COUNTY, ALABAMA, INSTRUMENT #1999-39211.

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

LOT 283, ACCORDING TO THE SURVEY OF BROOK HIGHLAND, 6TH SECTOR, 2ND PHASE, AS RECORDED IN MAP BOOK 15, PAGE 50 A & B, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

The Real Property or its address is commonly known as 4219 ASHINGTON DRIVE, 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 \$117,000.00 to \$217,000.00.

**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 OCTOBER 11, 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)  
VINCENT A. TORTORICI, JR., Individually

X  (Seal)  
SHEILA TORTORICI, Individually

**LENDER:**

X  (Seal)  
Authorized Signer

This Modification of Mortgage prepared by:

Name: PAM MEARS  
Address: P.O. BOX 830721  
City, State, ZIP: BIRMINGHAM, AL 35283

MODIFICATION OF MORTGAGE  
(Continued)

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Alabama )  
 ) SS  
COUNTY OF Jefferson )

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that VINCENT A. TORTORICI, JR. and SHEILA TORTORICI, 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 11<sup>th</sup> day of October, 2001.

NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: Feb. 11, 2003  
BONDED THRU NOTARY PUBLIC UNDERWRITERS  
My commission expires \_\_\_\_\_

[Signature]  
Notary Public

LENDER ACKNOWLEDGMENT

STATE OF Alabama )  
 ) SS  
COUNTY OF Jefferson )

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 12<sup>th</sup> day of Oct., 2001.

My commission expires \_\_\_\_\_  
**MY COMMISSION EXPIRES  
December 11, 2002**

[Signature]  
Notary Public

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