

10/14

Inst # 2001-46143

WHEN RECORDED MAIL TO:

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

10/25/2001-46143
01:11 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 CH 33.50

20012481204000
070499308759

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated October 11, 2001, is made and executed between CALLIE J DAVIS, whose address is 304 W STERRETT ST, COLUMBIANA, AL 35051 and JULIUS C DAVIS, whose address is 304 W STERRETT ST, COLUMBIANA, AL 35051; husband and wife (referred to below as "Grantor") and AmSouth Bank, whose address is 1235 First Street North, Alabaster, AL 35007 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated August 7, 1998 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED ON OCTOBER 5, 1998 IN SHELBY COUNTY, ALABAMA IN BOOK 1998 AND PAGE 38732. AMENDED ON MAY 5, 2000 IN SHELBY COUNTY, ALABAMA IN BOOK 2000 AND PAGE 14791.

MATURITY DATE IS AUGUST 7, 2018.

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 304 W STERRETT ST, COLUMBIANA, AL 35051.

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 \$ 29,000.00 to \$ 40,000.00.

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 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 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 Callie J. Davis (Seal)
CALLIE J DAVIS, Individually

x Julius C. Davis (Seal)
JULIUS C DAVIS, Individually

LENDER:

x Wm Foster (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

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

MODIFICATION OF MORTGAGE
(Continued)

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INDIVIDUAL ACKNOWLEDGMENT

STATE OF Alabama)
) SS
COUNTY OF Shelby)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **CALLIE J DAVIS and JULIUS C DAVIS**, 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 day of Oct, 2001.

[Signature]
Notary Public

My commission expires **NOTARY PUBLIC STATE OF ALABAMA AT LARGE.**
MY COMMISSION EXPIRES: Oct. 15, 2001.
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

LENDER ACKNOWLEDGMENT

STATE OF Alabama)
) SS
COUNTY OF Shelby)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Lisa Foster 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 11 day of Oct, 2001.

[Signature]
Notary Public

My commission expires **NOTARY PUBLIC STATE OF ALABAMA AT LARGE.**
MY COMMISSION EXPIRES: Oct. 15, 2001.
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

EXHIBIT "A"

Parcel 1

Commence at the Southeast corner of the SW 1/4 SE 1/4 of Section 23, Township 21 South, Range 1 West, and run West along South line of said 1/4 Section for a distance of 354.0 feet; thence turn an angle of 89 deg. 30 min. to the right and run a distance of 502.20 feet to a point on the North margin of Sterrett Street; thence turn an angle of 83 deg. 20 min. to the right and run along the North margin of Sterrett Street for a distance of 33 feet for the point of beginning; thence continue on the same course along the North margin of Sterrett Street for a distance of 105 feet; thence turn an angle of 84 deg. 42 min. to the left and run a distance of 210.0 feet; thence turn an angle of 95 deg. 18 min. to the left and run a distance of 59.34 feet to a point on the Southeasterly right of way line of State Highway No. 25; thence turn an angle of 30 deg. 04 min. 21 sec. to the left and run along the Southeasterly right of way line of State Highway #25 for a distance of 6.26 feet; thence turn an angle of 9 deg. 07 min. 21 sec. to the right and run along said Highway #25 right of way for a distance of 45.0 feet; thence turn an angle of 63 deg. 45 min. to the left and run a distance of 190.69 feet to the point of beginning; being situated in Shelby County, Alabama.

Parcel 2

Commence at the Southeast corner of SW 1/4 of SE 1/4 of Section 23, Township 21 South, Range 1 West and run West along the South line of said 1/4 Section for a distance of 354.0 feet; thence turn an angle of 89 deg. 30 min. to the right and run a distance of 502.2 feet to a point on the North margin of Sterrett Street; thence turn an angle of 83 deg. 20 min. to the right and run along the North margin of Sterrett Street for a distance of 138 feet for the point of beginning; thence continue on the same course along the North margin of Sterrett Street for a distance of 95 feet, more or less, to the Southwesterly edge of a 10 foot chert road; thence turn an angle to the left and run in a Northwesterly direction along the Southwesterly edge of said chert road for a distance of 225 feet, more or less, to a point which is the Northeast corner of Parcel 1 described above; thence turn an angle to the left and run in a Westerly direction for a distance of 9 feet, more or less; thence turn an angle to the left and run in a Southerly direction for a distance of 210 feet to the point of beginning; being situated in Shelby County, Alabama.

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