

10/22

WHEN RECORDED MAIL TO:

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

20012880824270
070499350207

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

Inst # 2001-48328

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated October 19, 2001, is made and executed between LAURA LYNN GERINGER, whose address is 2205 AMBERLEY WOODS TER, HELENA, AL 35080; unmarried (referred to below as "Grantor") and AmSouth Bank, whose address is 520 Montgomery Highway, Vestavia Hills, AL 35216 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated March 5, 1999 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED ON APRIL 5, 1999 SHELBY COUNTY, ALABAMA JUDGE OF PROBATE INSTRUMENT #1999-14329 .

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

LOT 100, ACCORDING TO THE SURVEY OF AMBERLEY WOODS, 2ND SECTOR, AS RECORDED IN MAP BOOK 20, PAGE 10 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA, BEING SITUATED IN SHELBY COUNTY, ALABAMA.

The Real Property or its address is commonly known as 2205 AMBERLEY WOODS TER, HELENA, AL 35080.

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 \$15000 to \$20000.

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 endorers 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 19, 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 Laura Lynn Geringer (Seal)
LAURA LYNN GERINGER, Individually

LENDER: Kevin G. Bridges
x Barbara Carter (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

Name: JAMES WATTS
Address: P.O. BOX 830721
City, State, ZIP: BIRMINGHAM, AL 35283

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SHELBY COUNTY JUDGE OF PROBATE
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MODIFICATION OF MORTGAGE
(Continued)

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INDIVIDUAL ACKNOWLEDGMENT

STATE OF

Alabama

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COUNTY OF

Jefferson

) SS

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I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that LAURA LYNN GERINGER, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said Modification, he or she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 19th day of October, 2001.

Barbara B. Carter
Notary Public

My commission expires NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Apr 10, 2004
BONDED THRU NOTARY PUBLIC UNDERWRITERS

LENDER ACKNOWLEDGMENT

STATE OF

Alabama

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COUNTY OF

Jefferson

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I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Kerr 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 22nd day of October, 2001.

Linda J. Brown
Notary Public

My commission expires MY COMMISSION EXPIRES
December 11, 2002

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11/07/2001-48328
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SHELBY COUNTY JUDGE OF PROBATE
002 MEL 21.50