

11/29

Inst # 2001-53523

**WHEN RECORDED MAIL TO:**

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

20013021359370  
070499553735

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

**MODIFICATION OF MORTGAGE**

**THIS MODIFICATION OF MORTGAGE** dated November 26, 2001, is made and executed between MYRA JEAN MARTIN, whose address is 761 HIGHWAY 31 S, ALABASTER, AL 35007; unmarried (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 April 16, 2001 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED ON APRIL 26, 2001 IN SHELBY COUNTY, ALABAMA IN INSTRUMENT NUMBER 2001-16322.

MATURITY DATE IS APRIL 16, 2021.

**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 761 HIGHWAY 31 S, 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 \$ 60,000.00 to \$ 100,000.00.

**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 NOVEMBER 26, 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 Myra Jean Martin (Seal)  
MYRA JEAN MARTIN, Individually

**LENDER:**

x Phyllis Chapman (Seal)  
Authorized Signer

This Modification of Mortgage prepared by:

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

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12/08/2001-53523  
10:16 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
MEL 77.00

MODIFICATION OF MORTGAGE  
(Continued)

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 **MYRA JEAN MARTIN**, 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 26 day of Nov, 2001.  
Kem S. Howard  
Notary Public

My commission expires MY COMMISSION EXPIRES JUNE 30, 2004

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 Phyllis Ingram 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 26 day of Nov, 2001.  
Kem S. Howard  
Notary Public

My commission expires MY COMMISSION EXPIRES JUNE 30, 2004

**THE FOLLOWING DESCRIBED REAL ESTATE, SITUATED IN SHELBY COUNTY, ALABAMA,  
TO-WIT:**

**BEGIN AT NE CORNER OF NW 1/4 OF NE W/4, SECTION 18, TOWNSHIP 21, RANGE 2 WEST;  
THENCE ALONG NORTH BOUNDARY LINE OF SAID FORTY (40) ACRES, 22 FEET TO A CREEK;  
THENCE DOWN SAID CREEK WHICH HAS AN AVERAGE BEARING, TO-WIT: SOUTH 10 DEG 80'  
WEST 148 FEET; THENCE SOUTH 58 DEG WEST 164 FEET; THENCE SOUTH 73 DEG 30' WEST  
237.5 FEET; THENCE NORTH 52 DEG WEST 160 FEET; THENCE NORTH 18 DEG 15 WEST 70  
FEET; THENCE SOUTH 89 DEG 45' WEST 79.9 FEET; THENCE SOUTH 44 DEG 15' WEST 98.7  
FEET; THENCE SOUTH 30 DEG 15 WEST 104.6 FEET; THENCE SOUTH 84 DEG 45' WEST 206.5  
FEET, MORE OR LESS, TO A POINT ON EAST BOUNDARY LINE OF HIGHWAY #31; THENCE  
ALONG EAST BOUNDARY LINE OF SAID HIGHWAY 427.5 FEET TO A POINT; THENCE NORTH  
72 DEG 10' EAST 762.6 FEET TO A POINT ON EAST BOUNDARY LINE OF SAID NW 1/4 OF NE  
1/4; THENCE NORTH 2 DEG 15' WEST ALONG EAST BOUNDARY LINE OF SAID FORTY (40)  
ACRES, 401.1 FEET TO POINT OF BEGINNING, CONTAINING 5.87 ACRES, MORE OR LESS,  
LYING AND BEING IN NW 1/4 OF NE 1/4 OF SECTION 18, TOWNSHIP 21, RANGE 2 WEST,  
SHELBY COUNTY, ALABAMA.**

**SUBJECT TO ALL EASEMENTS, COVENANTS, CONDITIONS, RESERVATIONS, LEASES AND  
RESTRICTIONS OF RECORD, ALL LEGAL HIGHWAYS, ALL RIGHTS OF WAY, ALL ZONING,  
BUILDING AND OTHER LAWS, ORDINANCES AND REGULATIONS, ALL RIGHTS OF TENANTS  
IN POSSESSION, AND ALL REAL ESTATE TAXES AND ASSESSMENTS NOT YET DUE AND  
PAYABLE.**

**BEING THE SAME PROPERTY CONVEYED BY DEED RECORDED IN INSTRUMENT NO.  
1994-24055, OF THE SHELBY COUNTY, ALABAMA RECORDS.**

Inst # 2001-53523

12/09/2001-53523  
10:10 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
003 MEL 77.00