

12/18

WHEN RECORDED MAIL TO:

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

Inst # 2002-00596

01/03/2002-00596
03:14 PM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE
SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

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MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated December 14, 2001, is made and executed between **KENNETH FORREST BELL**, whose address is 123 MALLARD CIRCLE, PELHAM, AL 35124 and **THERESE-ANN BELL**, whose address is 123 MALLARD CIRCLE, PELHAM, AL 35124 (referred to below as "Grantor") and AmSouth Bank, whose address is 2228 Pelham Parkway, Pelham, AL 35124 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated September 18, 1998 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED OCTOBER 13, 1998 IN SHELBY COUNTY, ALABAMA BOOK 1998 PAGE 39948. RECORDED JUNE 28, 1999 IN SHELBY COUNTY, ALABAMA BOOK 1999 PAGE 26967.

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

LOT 13, ACCORDING TO A RESURVEY OF LOTS 12 & 13 MALLARD POINTE, AS RECORDED IN MAP BOOK 13 PAGE 75, IN THE OFFICE OF THE JUDGE OF PROBATE SHELBY COUNTY, ALABAMA.

The Real Property or its address is commonly known as 123 MALLARD CIRCLE, 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 \$30,000.00 to \$50,000.00.

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 DECEMBER 14, 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 Kenneth Forrest Bell (Seal)
KENNETH FORREST BELL, Individually

X Therese Ann Bell (Seal)
THERESE-ANN BELL, Individually

LENDER:

X Dick Clark (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

Name: CRISTY DUTTON
Address: P.O. BOX 830721
City, State, ZIP: BIRMINGHAM, AL 35283

MODIFICATION OF MORTGAGE
(Continued)

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INDIVIDUAL ACKNOWLEDGMENT

STATE OF Alabama

COUNTY OF Shelby

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I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that KENNETH FORREST BELL and THERESE-ANN BELL, 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 14th day of December, 20 01.

[Signature]
Notary Public

My commission expires My Commission Expires September 18, 2002

LENDER ACKNOWLEDGMENT

STATE OF Alabama

COUNTY OF Telferson

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I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Kerrie Bridges AMSOUTH Bank 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 18th day of December, 20 01.

[Signature]
Notary Public

My commission expires 6/3/2003

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SHELBY COUNTY JUDGE OF PROBATE
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