

WHEN RECORDED MAIL TO:

AmSouth Bank Inverness Office 102 Inverness Plaza Birmingham, AL 35243

20021281550370/070499762360

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated May 13, 2002, is made and executed between JAMES D. CRAWFORD, whose address is 3076 BROOKHILL DR., BIRMINGHAM, AL 35242 and NANCY S. CRAWFORD, whose address is 3076 BROOKHILL DR., BIRMINGHAM, AL 35242; husband and wife (referred to below as "Grantor") and AmSouth Bank, whose address is 102 Inverness Plaza, Birmingham, AL 35243 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated December 5, 1997 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

**DECEMBER 17, 1997** SHELBY COUNTY INST. #1997-40934.

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

SHELBY COUNTY // LOT 52, ACCORDING TO THE SURVEY OF MEADOWBROOK, 17TH SECTOR, AS RECORDED IN MAP BOOK 9, PAGE 158 A & B, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

The Real Property or its address is commonly known as 3076 BROOKHILL DR., 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 \$25,000.00 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 MAY 13, 2002.

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:** 

LEND#R:

JAMES D. CRAWFORD, Individually

**Authorized Signer** 

This Modification of Mortgage prepared by:

Name: RENE ACKER

Address: P.O. BOX 830721

City, State, ZIP: BIRMINGHAM, AL 35283

## MODIFICATION OF MORTGAGE (Continued)

20020524000247170 Pg 2/2 126.50 Shelby Cnty Judge of Probate, AL ge 2 05/24/2002 12:49:00 FILED/CERTIFIED\_\_\_\_\_

		05/24/2002 12:49:00 FILED/CER/IFIED
INDIVIDUAL	ACKNOWLEDGMENT	·
STATE OF Alabama	)	
	) SS	
country of Grelby	)	
I, the undersigned authority, a Notary Public in and for said co		·
CRAWFORD, husband and wife, whose names are signed to the this day that, being informed of the contents of said Modification,	<del>-</del> -	·
Given under my hand and official seal this	day of May	0,2002
	- Jun	Notary Public
My commission expires BONDED THRU NOTABLE SEDI 7 200		
MY COMMESSION EXPIRES: Sept 7, 200:	S CE	
THE CHARGE WELLS	RS	
LENDER ACKNOWLEDGWENT		
$A_{I}$ .		
STATE OF Hapana	1 2 40 m	
	My Comm. Expl My Comm. Expl February 5, 20	106 :
COUNTY OF PHYSON	February 5, 20	
	- Zi Augul	
I, the undersigned authority, a Notary Public in and for said count	ty in said state, hereby certify th	at 1 em H. Bridges
before me on this day that, being informed of the contents of voluntarily for and as the act of said corporation.		oing and who is known to me, acknowledged cer and with full authority, executed the same
Given under my hand and official seal this	day of Max	
		MODINIO MODOMINO
, /	<del></del>	Notary Public
My commission expires $620506$		
141 y voliminovivii vapii vo		

LASER PRO Lending, Ver. 5.19.10.16 Copr. Harland Financial Solutions, Inc. 1997, 2002. All Rights Reserved. - AL S:\CFI\LPL\G201.FC TR-71683 PR-19