

7/14  
WHEN RECORDED MAIL TO:  
AmSouth Bank  
Riverchase Office  
1849 Highway 31 South  
Birmingham, AL 35244

20021731208530 2nms. SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY  
070499399212

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated July 13, 2002, is made and executed between HARRY H. WAIGHT, whose address is 2020 WOODSORRELL DR, HOOVER, AL 35244 and FERN C. WAIGHT, whose address is 2020 WOODSORRELL DR, HOOVER, AL 35244; husband and wife (referred to below as "Grantor") and AmSouth Bank, whose address is 1849 Highway 31 South, Birmingham, AL 35244 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated October 26, 1999 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED NOVEMBER 8, 1999 INST# 1999-45809 AND MODIFIED JULY 6, 2002.

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

LOT 18, ACCORDING TO THE AMENDED MAP OF RIVERCHASE WEST, AS RECORDED IN MAP BOOK 7, PAGE 150, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

The Real Property or its address is commonly known as 2020 WOODSORRELL DR, HOOVER, AL 35244.

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 \$24,000 to \$44,000.

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 JULY 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:

x Harry H. Waight (Seal)  
HARRY H. WAIGHT, Individually

x Fern C. Waight (Seal)  
FERN C. WAIGHT, Individually

LENDER:

Kevin A. Bridger  
x Beverly B. Meador (Seal)  
Authorized Signer

This Modification of Mortgage prepared by:

Name: TASHA WOOTEN  
Address: P.O. BOX 830721  
City, State, ZIP: BIRMINGHAM, AL 35283



MODIFICATION OF MORTGAGE  
(Continued)

20020726000347290 Pg 2/2 44.00  
Shelby Cnty Judge of Probate, AL  
07/26/2002 11:07:00 FILED/CERTIFIED ==

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Alabama )  
COUNTY OF Jefferson ) SS  
)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **HARRY H. WAIGHT and FERN C. WAIGHT, husband and wife**, 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 13 day of July, 2002.

Jefferson H. Wilkins  
Notary Public

NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: Mar 21, 2005  
BONDED THRU NOTARY PUBLIC UNDERWRITERS

LENDER ACKNOWLEDGMENT

STATE OF Alabama )  
COUNTY OF at Large ) SS  
)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Kerri 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 16<sup>th</sup> day of July, 2002.

Adrienne A. Domino  
Notary Public

My commission expires

