

T-53211



20020729000350430 Pg 1/3 18.00
Shelby Cnty Judge of Probate, AL
07/29/2002 14:33:00 FILED/CERTIFIED

RECORDATION REQUESTED BY:
The Money Store Investment Corporation
1620 East Roseville Parkway
Roseville, CA 95661

WHEN RECORDED MAIL TO:
The Money Store Investment Corporation
Attn: Credit Services / CA2114
P.O. Box 13278
Sacramento, CA 95813
110359 460/D. Barker

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated 7/19/2002, is made and executed between Amy Rebecca Senicz and George Senicz, whose address is 6365 U.S. Highway 280, Harpersville, , AL 35078 (referred to below as "Grantor") and The Money Store Investment Corporation, whose address is 1620 East Roseville Parkway, Roseville, CA 95661 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated June 7, 2002 (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

Recorded on June 21, 2002 in the official records in the Probate Office of Shelby County, Alabama as Instrument #2002-292750.

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

Lot 40, according to the map and survey of Wagon Trace as recorded in Map Book 6, Page 140, in the Probate Office of Shelby County, Alabama, situated in Shelby County, Alabama.

The Real Property or its address is commonly known as 2509 Single Tree Circle, Harpersville, AL 35078.

MODIFICATION. Lender and Grantor hereby modify the Mortgage as follows:

Under the Definition section of the Mortgage, the "Note" is defined as follows: " The word "Note" means the promissory note or credit agreement dated June 30, 2000, in the original principal amount of \$600,000.00 from Grantor and any co-borrowers to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. NOTICE TO GRANTOR: THE NOTE CONTAINS A VARIABLE INTEREST RATE."

The preceding shall be amended to include "The Note shall include the amendment dated 6-17-2002, and all previous and subsequent amendments."

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 7-19-2002.

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 *Amy Rebecca Senicz* (Seal)
Amy Rebecca Senicz, Individually

x *George Senicz* (Seal)
George Senicz, Individually

LENDER:

x *George Senicz* (Seal)
Authorized Signer

LENDER:
THE MONEY STORE INVESTMENT CORPORATION

BY: *[Signature]*
BELLA MANZA, AVP

Title Group

This Modification of Mortgage prepared by:

Name: Diana Barker, Credit Service Officer
Address: 1620 East Roseville Parkway
City, State, ZIP: Roseville, CA 95661

INDIVIDUAL ACKNOWLEDGMENT

STATE OF AL)
) SS
COUNTY OF Stellby)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **Amy Rebecca Senicz and George Senicz**, 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 19 day of July, 20 02.

[Signature]
Notary Public

My commission expires 5-16-06

LENDER ACKNOWLEDGMENT

STATE OF _____)
) SS
COUNTY OF _____)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that _____ 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 _____ day of _____, 20 _____.

Notary Public

My commission expires _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

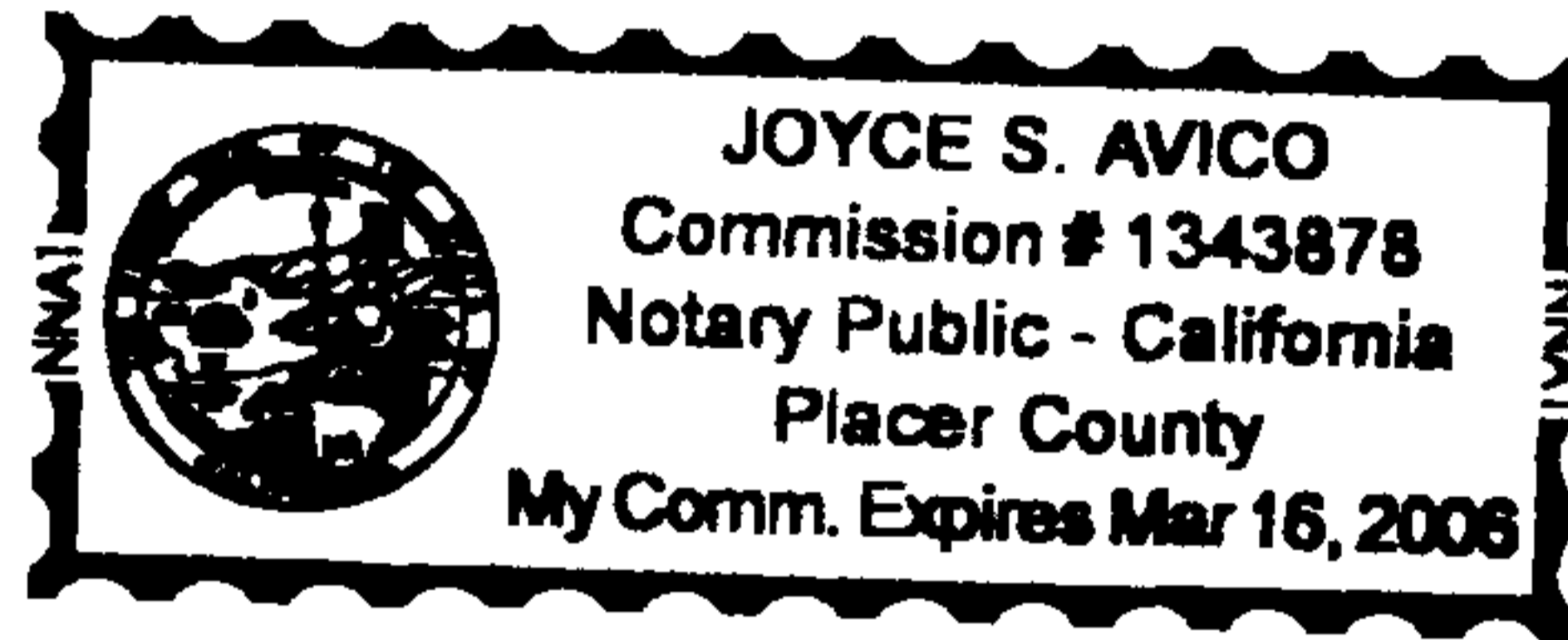
STATE OF CALIFORNIA)
COUNTY OF PLACER)

On July 22, 2002, before me, Joyce S. Avico, a notary public personally appeared Bella Manza

personally known to me - OR
 proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Joyce S. Avico
Notary Public



Notarial Seal

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER
CORPORATE OFFICER

DESCRIPTION OF ATTACHED DOCUMENT

MODIFICATION OF MORTGAGE

LIMITED
 GENERAL
 ATTORNEY-IN-FACT
 TRUSTEE(S)
 GUARDIAN/CONSERVATOR
 OTHER:

3
Number of Pages

Asst. Vice President
SIGNER IS REPRESENTING:
Name of Person(s) or Entity(ies)

JULY 19, 2002
Date of Document

Signer(s) Other than Named Above