

**WHEN RECORDED MAIL TO:**

AmSouth Bank  
Attn: Sheila Cook  
P.O. Box 830734  
Birmingham, AL 35283

20022111332420  
5299070499628750

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

**MODIFICATION OF MORTGAGE**

**THIS MODIFICATION OF MORTGAGE** dated August 6, 2002, is made and executed between **GEORGE E HERRINGTON**, whose address is 123 BIG OAK DR, MAYLENE, AL 35114; 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 August 21, 2001 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

**RECORDED ON SEPTEMBER 6, 2001 IN SHELBY COUNTY, ALABAMA IN INSTRUMENT # 2001-38553.**

**MATURITY DATE IS AUGUST 21, 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 123 BIG OAK DR, MAYLENE, AL 35114.

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

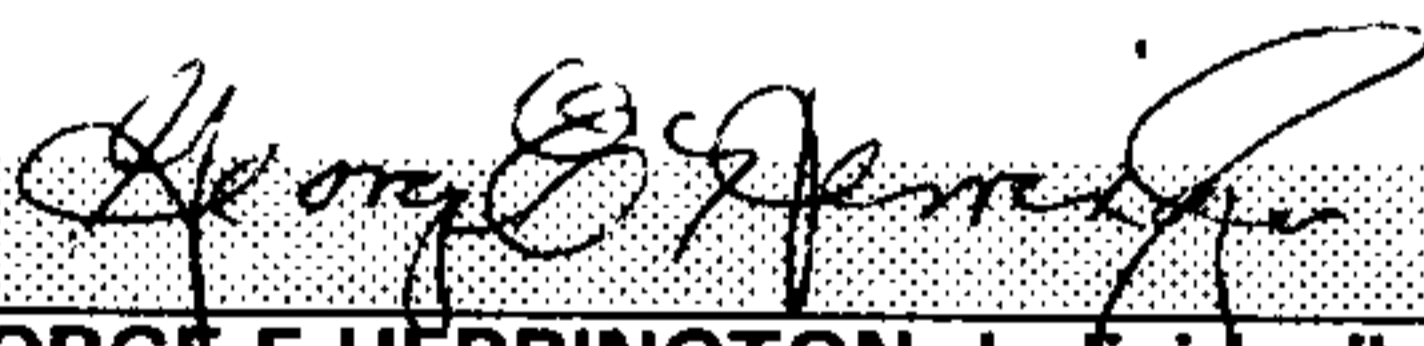
**The Credit Limit or maximum principal indebtedness secured by the Mortgage (excluding finance charges, any temporary overages, other charges and any amounts expended or advanced as provided in the Mortgage) is hereby increased from \$ 25,000.00 to \$ 95,365.00.**

**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 AUGUST 6, 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  (Seal)  
GEORGE E HERRINGTON, Individually

**LENDER:**

  
X  (Seal)  
Authorized Signer

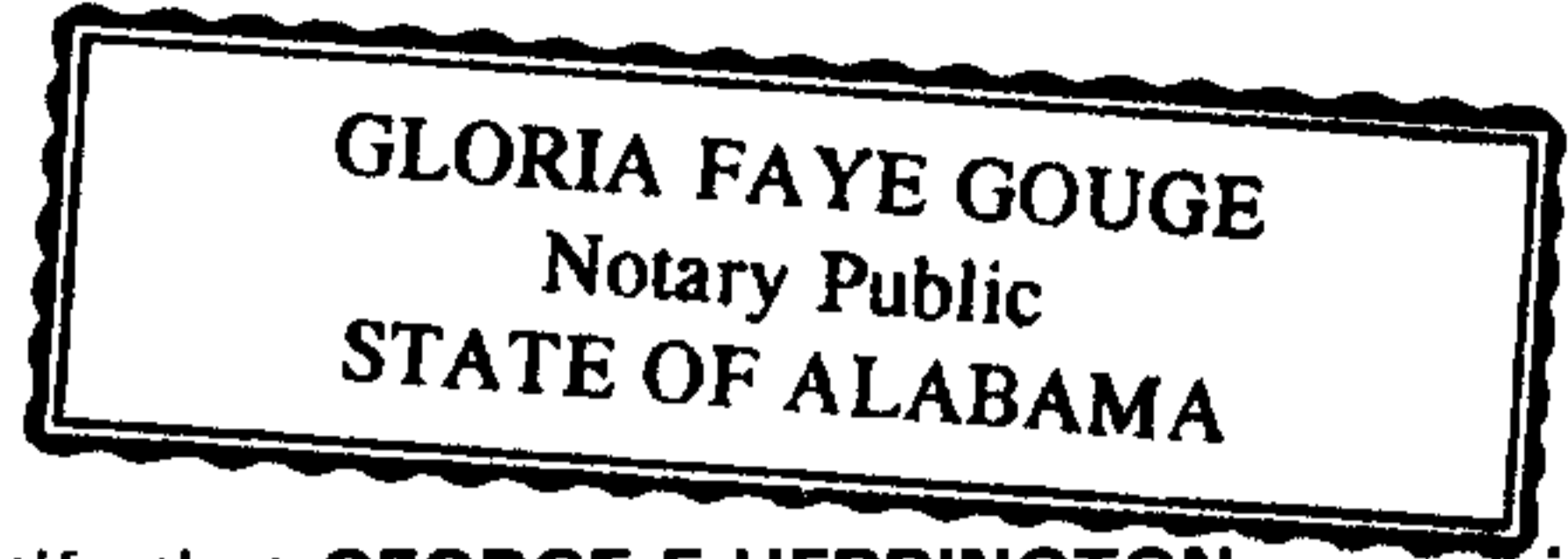
**This Modification of Mortgage prepared by:**

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

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 **GEORGE E HERRINGTON**, unmarried, 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 6<sup>th</sup> day of Aug, 2002  
Gloria Faye Gouge  
Notary Public

My commission expires **NOTARY PUBLIC STATE OF ALABAMA AT LARGE**  
**MY COMMISSION EXPIRES: May 7, 2006**  
**BONDED THRU NOTARY PUBLIC UNDERWRITERS**

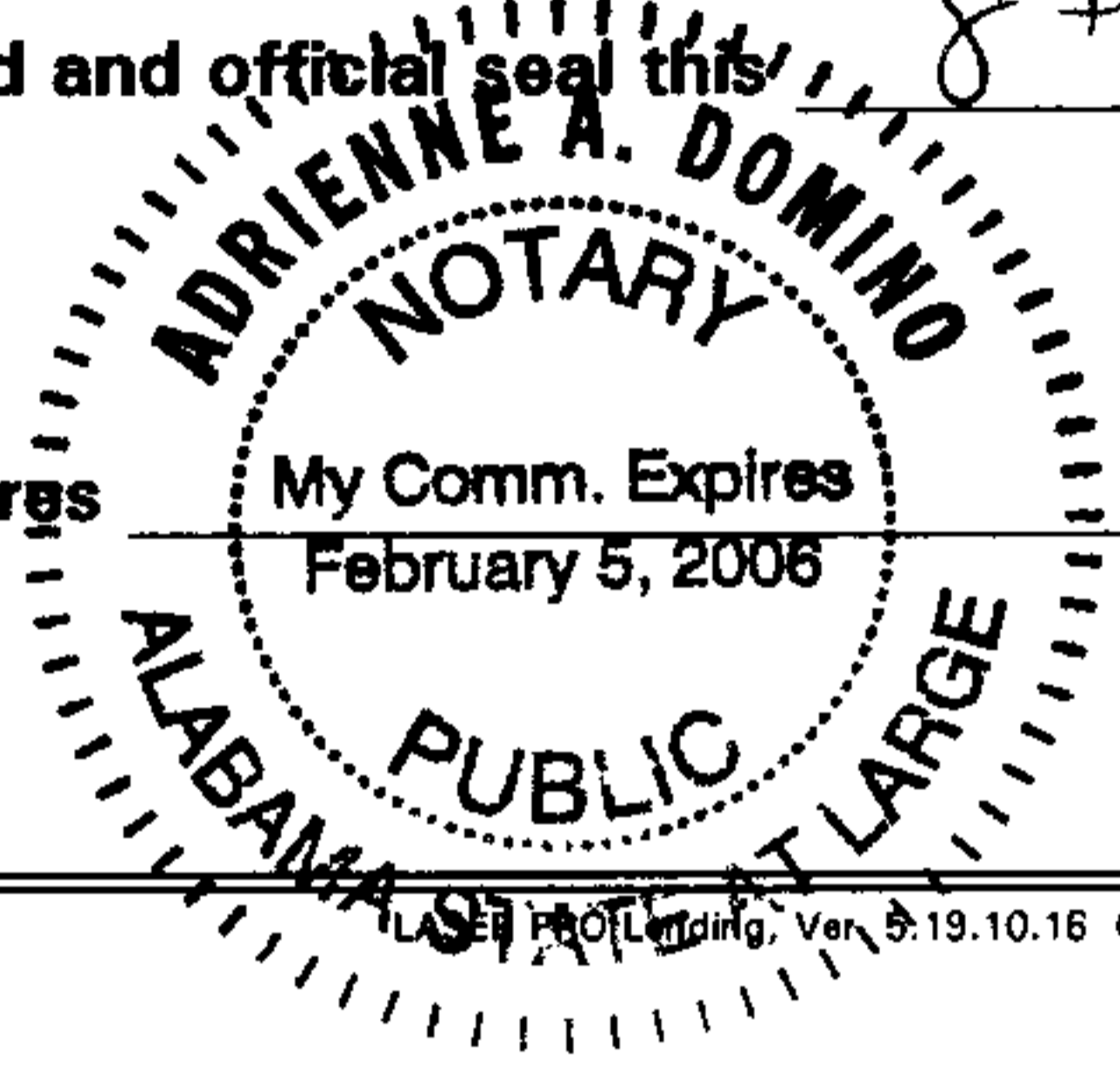
LENDER ACKNOWLEDGMENT

STATE OF Alabama )  
 ) SS  
COUNTY OF At Large )

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Kenneth 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 8<sup>th</sup> day of August, 2002  
Adrienne A. Domino  
Notary Public

My commission expires February 5, 2006



**Legal & Additional Info.** A parcel of land situated in the SW 1/4 of the NE 1/4 of Section 16, Township 21 South, Range 3 West, described as follows: Commence at the Southwest corner of the SW 1/4 of the NE 1/4 of section 16, and go North 89 degrees 34 minutes 35 seconds East along the South boundary of said 1/4-1/4 Section 576.81 feet to the point of beginning; thence continue North 89 degrees 34 minutes 35 seconds East for 198.95 feet; thence North 1 degree 02 minutes 20 seconds West for 655.19 feet to the South boundary of Big Oak Drive; then two courses along said boundary as follows: Go North 85 degrees 18 minutes 10 seconds West for 72.23 feet; thence South 86 degrees 10 minutes 55 seconds West for 127.77 feet; thence South 1 degree 05 minutes 15 seconds East for 654.08 feet to the point of beginning; being situated in Shelby County, Alabama.

---

---

---

---

---