20020826000407090 Pg 1/3 18.00 Shelby Cnty Judge of Probate, AL 08/26/2002 14:44:00 FILED/CERTIFIED

STATE OF ALABAMA) SHET.BY COUNTY)
MORTGAGE MODIFICATION AGREEMENT
THIS MORTGAGE MODIFICATION AGREEMENT is executed this
(the "Mortgagor"), as follows:
WITNESSETH:
WHEREAS, on <u>MARCH 24, 2000</u> , Mortgagor executed that certain Mortgage in favor of Mortgagee, which Mortgage was filed for recorded on the <u>11th</u> day of <u>APRIL</u> , <u>2000</u> , in the Office of the Judge of Probate of <u>SHELBY</u> County, Alabama, in Volume <u>2000</u> , Page <u>11905</u> (the "Mortgage"); and
WHEREAS, the indebtedness secured by the Mortgage has been renewed, extended or modified pursuant to <u>EQUITY LINE AGREEMENT</u> (the "Agreement"), entered into by and between Mortgagor and Mortgagee on even date herewith; and
WHEREAS, the Mortgagor has requested that the mortgagee increase the credit limit under the Agreement to N/A and 00 /100 Dollars (\$0.00); and
WHEREAS, it is the intention of the parties that the lien of the Mortgage secure the indebtedness as renewed, extended or modified by the Agreement;
NOW, THEREFORE, in consideration of the Agreement, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:
This Modification is executed to modify the Mortgage to evidence the agreement of the parties that the lien of the Mortgage shall secure the indebtedness as amended and evidenced by the Agreement.
The Mortgage is modified to secure the credit limit of $\frac{N/A}{}$ and $\frac{00}{}$ /100 Dollars (\$ 0.00).

- The Mortgagor hereby reaffirms the terms, conditions and provisions of the Mortgage which shall remain in full force and effect as expressly provided therein. The Mortgagor acknowledges that by execution of this Modification and the Agreement, Mortgagor does not intend to effect a novation or substitution, but rather intends to effect an extension and renewal or modification of the original indebtedness now evidenced by the Agreement.
- 4. Mortgagor agrees and acknowledges that the indebtedness as renewed, extended or modified by the Agreement and secured hereby, is valid, binding and enforable against the Mortgagor, and is not subject to any offsets, recoupment, deduction or other defenses of any kind or nature.
- 5. Except as modified hereby, the lien of the Mortgage shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Modification to be signed as of the day and year first above written.

COLONIAL BANK, a state banking corporation
By: 4 aren Jeda 5-25-05
Its: Cuptul Denniton Its assistant Vicek
(Mortgagee)
X: Chiley Leroy Chambers X: Ahiley A Chambers
EDWARD, LEROY CHAMBERS X: Lhiley A Chambers

This Instrument Prepared by:

KRISTEN HOFFMAN

COLONIAL BANK

2501 20th PLACE SOUTH
BIRMINGHAM, AL 35223

SHIRLEY

CHAMBERS

(Mortgagor)

STATE OF ALABAMA)
COUNTY OF SHELBY
I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that CRYSTAL TENNYSON, whose name as BRANCH MANAGER of Colonial Bank, a state banking corporation, 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 instrument, he/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 the 1st day of JULY, 2002
Knisten Mamon Notary Public - 60
My Commission Expires: MY COMMISSION EXPIRES DÉCEMBE
STATE OF ALABAMA) COUNTY OFSHET_BY)
I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that <u>EDWARD LEROY CHAMBERS & SHIRLEY A CHAMBERS</u> , whose name(s) is/are signed to the foregoing instrument, and who is/are known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he/she/they executed the same voluntarily on the day the same bears date.
Given under my hand and official seal, this the 1st day of JULY, 2002
Notary Public MY COMMISSION EXPIRES DECEMBER 18, 2005
My Commission Expires: