

8/21
WHEN RECORDED MAIL TO:

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

20022141536580
070499346254

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated August 19, 2002, is made and executed between **JAMES E CURTISS**, whose address is **910 HIGHWAY 315, COLUMBIANA, AL 35051** and **ANDREA LYNN SMITH CURTISS a/k/a ANDI CURTISS**, whose address is **910 HIGHWAY 315, COLUMBIANA, AL 35051**; husband and wife (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 February 13, 1999 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED MARCH 5 1999, SHELBY COUNTY, INST #1999-09404

MATURITY DATE 021319.

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

A PARCEL OF LAND SITUATED IN THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 22 SOUTH, RANGE 1 WEST, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHEAST CORNER OF SAID QUARTER QUARTER SECTION; THENCE WEST ALONG THE SOUTH LINE OF SAME A DISTANCE OF 281.08 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG THE LAST NAMED COURSE A DISTANCE OF 214.00 FEET; THENCE 90 DEGREES 56' 30" TO THE RIGHT IN A NORTHERLY DIRECTION A DISTANCE OF 510.42 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF A PUBLIC ROAD; THENCE 112 DEGREES 33' 30" TO THE RIGHT IN A SOUTHEASTERLY DIRECTION A DISTANCE OF 231.72 FEET; THENCE 67 DEGREES 28' TO THE RIGHT IN A SOUTHERLY DIRECTION A DISTANCE OF 418.00 FEET TO THE POINT OF BEGINNING

The Real Property or its address is commonly known as 910 HIGHWAY 315, COLUMBIANA, AL 35051.

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 \$50000 to \$80000.

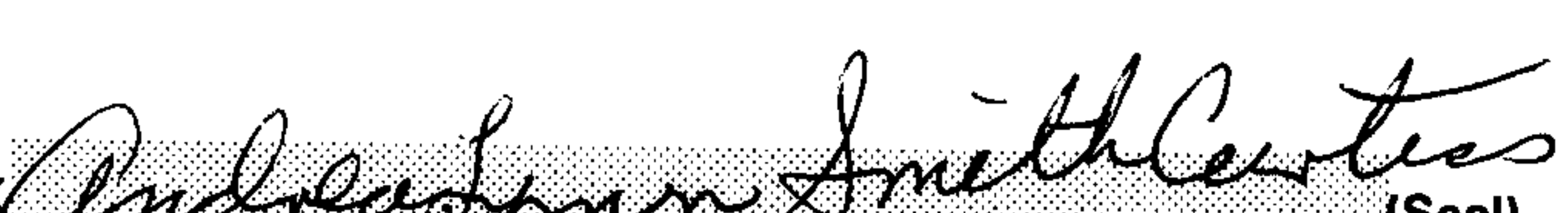
CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right 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 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  (Seal)
JAMES E CURTISS, Individually

X  (Seal)
ANDREA LYNN SMITH CURTISS, Individually

LENDER:

X  (Seal)
Merrill A. Bridge
Authorized Signer

This Modification of Mortgage prepared by:

Name: SUZANNE COKER
Address: P.O. BOX 830721
City, State, ZIP: BIRMINGHAM, AL 35283

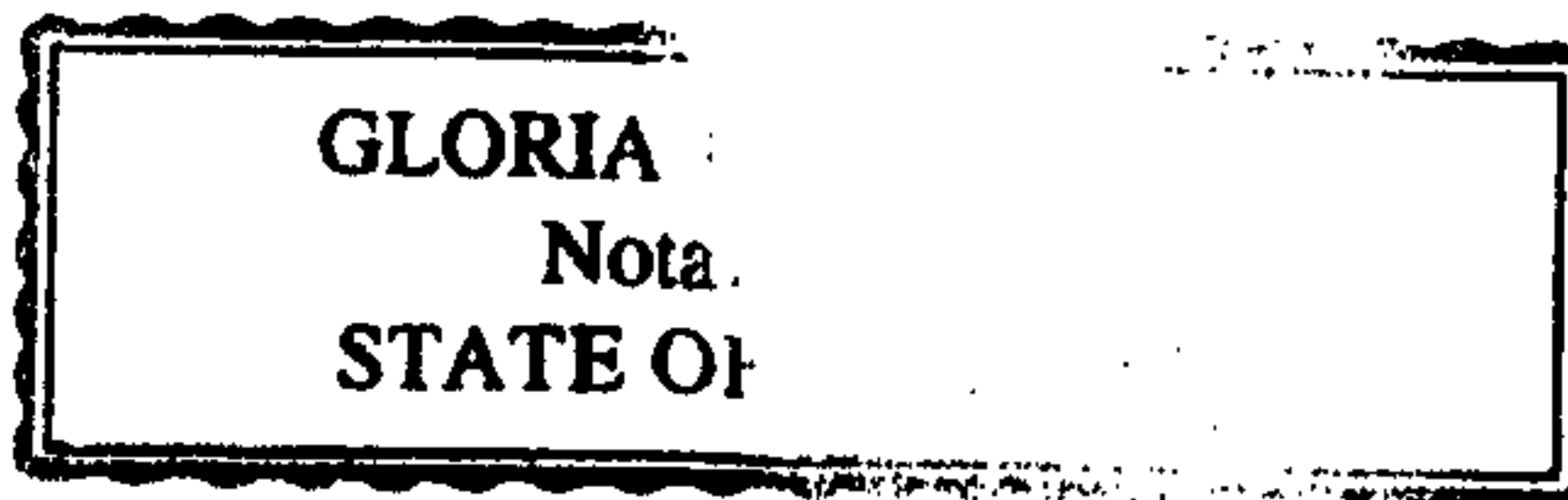
MODIFICATION OF MORTGAGE
(Continued)

20020829000414190 Pg 2/2 59.00
Shelby Cnty Judge of Probate, AL
08/29/2002 12:09:00 FILED/CERTIFIED 2

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Alabama
COUNTY OF Shelby

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) SS
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I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **JAMES E CURTISS and ANDREA LYNN SMITH CURTISS, 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 19 day of August, 2002
Gloria
Gloria
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
COUNTY OF at Large

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) SS
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I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Kerni 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 21st day of August, 2002
Adrienne A. Domino
Notary Public

My commission expires

