

9/19

WHEN RECORDED MAIL TO:

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

2002 2391534140
43271300000.12347

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated September 18, 2002, is made and executed between **JAMES T FERRELL JR**, whose address is 1037 BLUE HERON POINT, BIRMINGHAM, AL 35242 and **KATHY G FERRELL**, whose address is 1037 BLUE HERON POINT, BIRMINGHAM, AL 35242; husband and wife (referred to below as "Grantor") and AmSouth Bank, whose address is 102 Inverness Plaza, Birmingham, AL 35243 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated July 25, 2002 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED DATE: 8-6-02 SHELBY COUNTY INSTRUMENT #20020806000369490.

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

LOT 218 ACCORDING TO THE MAP OF HIGHLAND LAKES 2ND SECTOR AN EDDLEMAN COMMUNITY AS RECORDED IN MAP BOOK 20 PAGE 150 IN THE PROBATE OFFICE OF SHELBY COUNTY ALABAMA BEING SITUATED IN SHELBY COUNTY ALABAMA

The Real Property or its address is commonly known as 1037 BLUE HERON POINT, BIRMINGHAM, AL 35242.

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 125000 to 165000.

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 SEPTEMBER 18, 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 [Signature]
JAMES T FERRELL JR, Individually

(Seal)

X

[Signature]
KATHY G FERRELL, Individually

(Seal)

LENDER:

X [Signature]
Authorized Signer

(Seal)

This Modification of Mortgage prepared by:

Name: KARA KIZZIAH
Address: P.O. BOX 830721
City, State, ZIP: BIRMINGHAM, AL 35283

MODIFICATION OF MORTGAGE
(Continued)

20021002000475050 Pg 2/2 74.00
Shelby Cnty Judge of Probate, AL
10/02/2002 08:29:00 FILED/CERTIFIED 2

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Alabama)
) SS
COUNTY OF Jefferson)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **JAMES T FERRELL JR and KATHY G FERRELL, 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 18th day of September, 20 02.

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: May 23, 2005
BONDED THRU NOTARY PUBLIC UNDERWRITERS

My commission expires

[Signature]
Notary Public

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 Amy Stagle 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 19th day of September, 20 02.

MY COMMISSION EXPIRES
December 11, 2002

My commission expires

[Signature]
Notary Public