

10/23

WHEN RECORDED MAIL TO:

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

20022771603460  
070499575407

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated October 21, 2002, is made and executed between WILLIAM R. ANDERSON, whose address is 479 FIELDSTONE DRIVE, HELENA, AL 35080 and AMELIA L ANDERSON, whose address is 479 FIELDSTONE DRIVE, HELENA, AL 35080; 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 May 29, 2001 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED JUNE 28 2001, SHELBY COUNTY, INST #2001-26690

MODIFIED OCTOBER 21 2002

MATURITY DATE MAY 29 2021.

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

LOT 23, ACCORDING TO THE SURVEY OF 2ND SECTOR, FIELDSTONE PARK, AS RECORDED IN MAP BOOK 16, PAGE 114, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA

The Real Property or its address is commonly known as 479 FIELDSTONE DRIVE, HELENA, AL 35080.

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 \$40000 to \$47000.

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 OCTOBER 21, 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 William R. Anderson (Seal)  
WILLIAM R. ANDERSON, Individually

Amelia L. Anderson (Seal)  
AMELIA L ANDERSON, Individually

LENDER:

X Auth. Signer (Seal)  
Authorized Signer

amy Stagle

This Modification of Mortgage prepared by:

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

MODIFICATION OF MORTGAGE  
(Continued)

20021104000545210 Pg 2/2 24.50  
Shelby Cnty Judge of Probate, AL  
11/04/2002 13:52:00 FILED/CERTIFIED

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Alabama  
COUNTY OF Shelby

)  
) SS  
)

GLORIA FAYE GOUGE  
Notary Public  
STATE OF ALABAMA

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **WILLIAM R. ANDERSON and AMELIA L ANDERSON, 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 21 day of Oct, 2002  
Gloria Faye Gouge  
Notary Public

NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: May 7, 2003

My commission expires May 7, 2003

LENDER ACKNOWLEDGMENT

STATE OF Alabama  
COUNTY OF at Large

)  
) SS  
)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Amy Skaggs 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 23rd day of October, 2002  
Beverly L. Baird  
Notary Public  
My commission expires 6/3/2003