

1/23  
**WHEN RECORDED MAIL TO:**

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

20023521314300  
070499486878

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

**MODIFICATION OF MORTGAGE**

**THIS MODIFICATION OF MORTGAGE** dated January 21, 2003, is made and executed between **DUANE L KLOEWER**, whose address is 1484 INDIAN CREST DR, PELHAM, AL 35124 and **LINDA A KLOEWER**, whose address is 1484 INDIAN CREST DR, PELHAM, AL 35124; husband and wife (referred to below as "Grantor") and **AmSouth Bank**, whose address is 2228 Pelham Parkway, Pelham, AL 35124 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated September 26, 2000 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED JANUARY 11 2001, SHELBY COUNTY, INSTRUMENT #2001-01127

MODIFIED JANUARY 21 2003

MATURITY DATE SEPTEMBER 26 2020.

**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 1484 INDIAN CREST DR, PELHAM, AL 35124.

**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 \$100000 to \$300000.

**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 endorser 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 JANUARY 21, 2003.**


**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)  
DUANE L KLOEWER, Individually

X  (Seal)  
LINDA A KLOEWER, Individually

**LENDER:**

X  (Seal)  
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)

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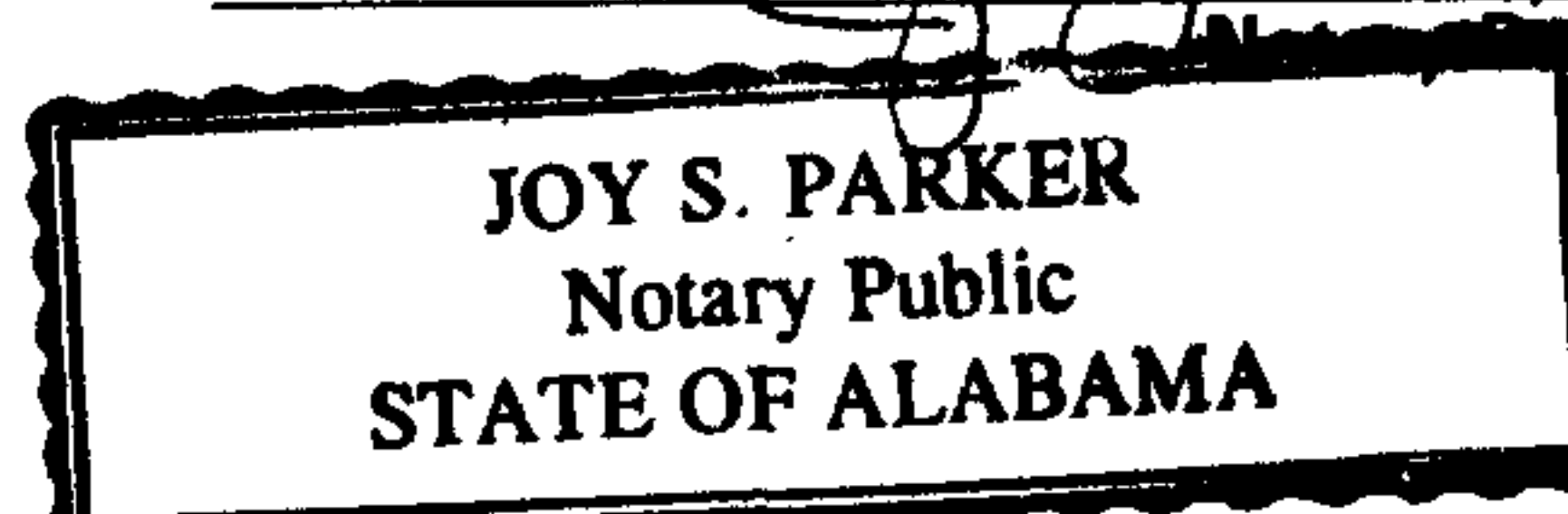
INDIVIDUAL ACKNOWLEDGMENT

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 **DUANE L KLOEWER and LINDA A KLOEWER, 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<sup>st</sup> day of January, 20 03.

My commission expires July 21<sup>st</sup>, 2006



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 Roberts 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 21<sup>st</sup> day of January, 20 03.

My commission expires December 11, 2006

Linda J. Brown  
Notary Public

**PARCEL I:**

**EXHIBIT "A"**

Lot 1, in Block 2, according to the Survey of Indian Crest Estates,  
Second Sector, as recorded in Map Book 5, Page 42, in the Probate  
Office of Shelby County, Alabama.

**PARCEL II:**

Part of the Northeast  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of Section 28, Township  
19 South, Range 2 West, Shelby County, Alabama, more particularly  
described as follows:

Commence at the Northeast corner of said  $\frac{1}{4}$  -  $\frac{1}{4}$  section and run  
thence westwardly along the North line thereof 730.34 feet to the  
point of beginning of the property herein described; thence continue  
westwardly along said  $\frac{1}{4}$  -  $\frac{1}{4}$  section line 321.66 feet; thence turn  
103° 52' 30" left and run southeastwardly 410.00 feet; thence turn 70°  
04' 30" left and run eastwardly 181.93 feet; thence turn 90° 00' left  
and run northwardly 385.45 feet to the point of beginning.

Inst # 2001-01127

01/11/2001-01127  
09:02 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
007 MMB 179.00