



20030321000172160 Pg 1/3 167.00
Shelby Cnty Judge of Probate, AL
03/21/2003 11:31:00 FILED/CERTIFIED

3/12

WHEN RECORDED MAIL TO:

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

20030441001491
070499001198

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated March 10, 2003, is made and executed between **RODNEY D DURING**, whose address is 1830 CRENSHAW RD, COLUMBIANA, AL 35051 and **KATHY H DURING**, whose address is 1830 CRENSHAW RD, COLUMBIANA, AL 35051; husband and wife (referred to below as "Grantor") and **AmSouth Bank**, whose address is 1592 Montgomery Highway, Birmingham, AL 35216 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated November 5, 1992 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

NOVEMBER 19, 1992, SHELBY COUNTY, BOOK 1992 PAGE 27192/MODIFIED MARCH 10, 2003.

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 1830 CRENSHAW RD, COLUMBIANA, AL 35051.

MODIFICATION. Lender and Grantor hereby modify the Mortgage as follows:

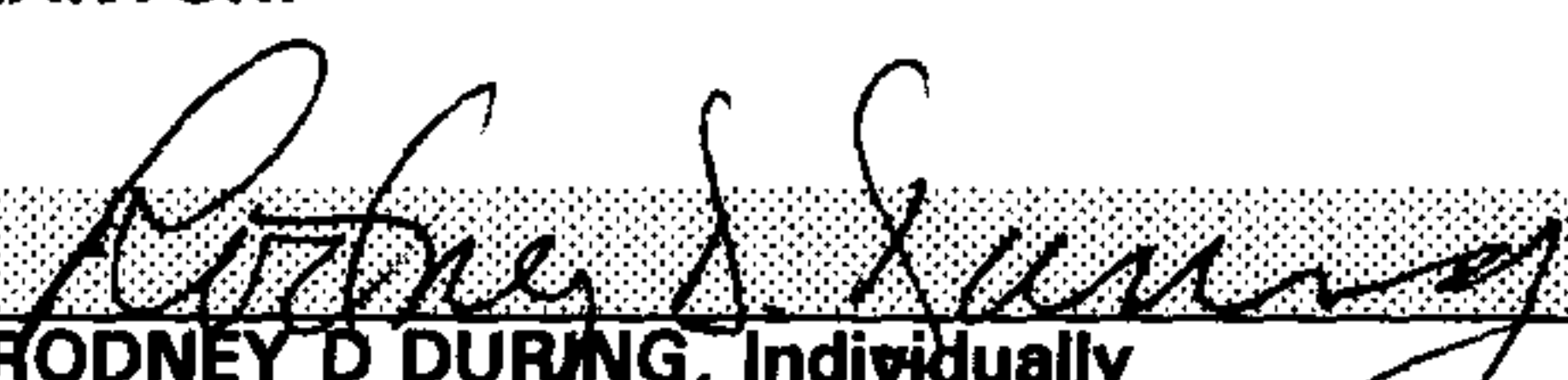
The Credit Limit or maximum principal indebtedness secured by the Mortgage (excluding finance charges, any temporary overages, other charges and any amounts expended or advanced as provided in the Mortgage) is hereby increased from \$ 55,000.00 to \$ 150,000.00.

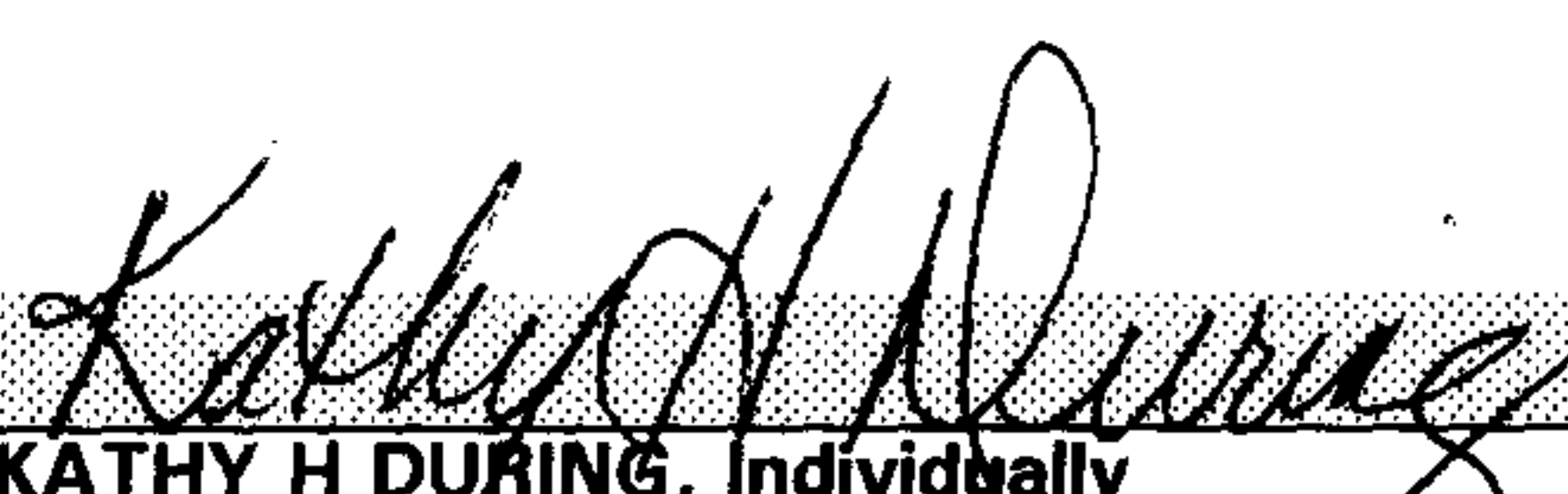
CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right 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 MARCH 10, 2003.

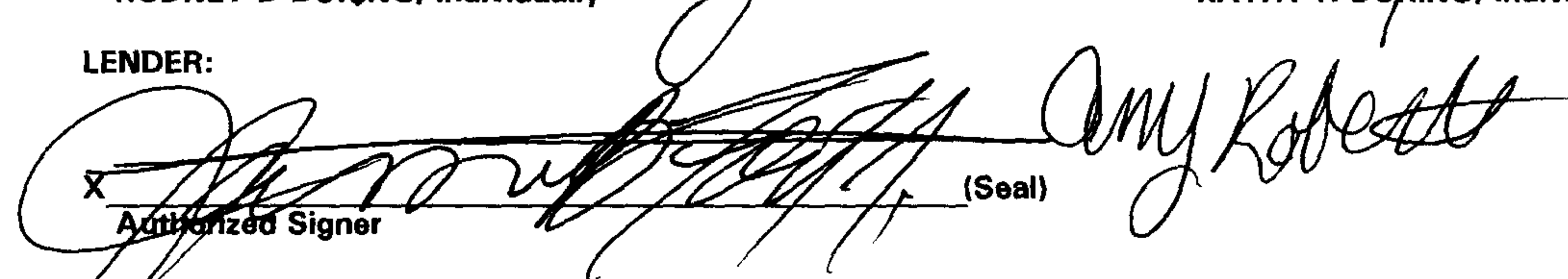
THIS MODIFICATION IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS MODIFICATION IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.

GRANTOR:

X  (Seal)
RODNEY D DURING, Individually

X  (Seal)
KATHY H DURING, Individually

LENDER:

X  (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

Name: JANICE RICHARDSON
Address: P.O. BOX 830721
City, State, ZIP: BIRMINGHAM, AL 35283

MODIFICATION OF MORTGAGE
(Continued)

Page 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 **RODNEY D DURING and KATHY H DURING, 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 10th day of March, 20 03.
Wend B. Zund
Notary Public

My commission expires March 2005

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 10th day of March, 20 03.
Linda J. Bozeman
Notary Public

MY COMMISSION EXPIRES
December 11, 2006

My commission expires _____

4. The land referred to in this Commitment is described as follows:

A parcel of land located in the Southeast 1\4 of Section 24, Township 20 South, Range 1 West, Shelby County, Alabama; said property is more particularly described as follows:

Commence at the Southwest corner of the Southeast 1\4 of Section 24, Township 20 South, Range 1 West, Shelby County, Alabama; thence run in a Northerly direction and along the West line of said 1\4 Section a distance of 191.31 feet to the point of beginning of the herein described parcel; thence continue along the last named course in a Northerly direction a distance of 1136.26 feet to the Northwest corner of said 1\4; thence turn an interior angle of 148 deg. 16 min. 30 sec. and run to the right in a Northeasterly direction a distance of 775.48 feet to a point; thence turn an interior angle of 133 deg. 32 min. 30 sec. and run to the right in a Northeasterly direction a distance of 143.82 feet to the Center line of Crenshaw Road; thence turn an interior angle of 80 deg. 15 min. 30 sec. and run to the right in an Southerly direction and along the Center line of said road a distance of 68.75 feet; thence turn an interior angle of 192 deg. 51 min. 30 sec. and run to the left in a Southeasterly direction and along said Center line a distance of 76.82 feet to a point; thence turn an interior angle of 199 deg. 50 min. 00 sec. and run to the left in a Southeasterly direction and along said Center line a distance of 68.76 feet to a point; thence turn an interior angle of 191 deg. 07 min. 30 sec. and run to the left in a Southeasterly direction and along said Center line a distance of 288.67 feet to a point; thence turn an interior angle of 183 deg. 47 min. 00 sec. and run to the left in a Southeasterly direction and along said Center line a distance of 94.43 feet to a point; thence turn an interior angle of 192 deg. 07 min. 00 sec. and run to the left and along said Center line a distance of 110.12 feet to a point; thence turn an interior angle of 186 deg. 50 min. 20 sec. and run to the left in a Southeasterly direction and along said Center line a distance of 108.28 feet to a point; thence turn an interior angle of 157 deg. 12 min. 40 sec. and run to the right in a Southeasterly direction and along said Center line a distance of 85.78 feet to a point; thence turn an interior angle of 151 deg. 58 min 20 sec. and run to the right in a Southeasterly direction and along said Center line a distance of 86.85 feet to a point; thence turn an interior angle of 166 deg. 33 min. 50 sec. and run to the right in a Southerly direction and along said Center line a distance of 117.20 feet to a point; thence turn an interior angle of 196 deg. 39 min. 30 sec. and run to the left in a Southeasterly direction and along said Center line a distance of 179.06 feet to a point; thence turn an interior angle of 185 deg. 42 min. 20 sec. and run to the left in a Southeasterly direction and along said Center line a distance of 64.86 feet to a point; thence turn an interior angle of 205 deg. 48 min. 30 sec. and run to the left in a Southeasterly direction and along said Center line a distance of 78.98 feet to a point; thence turn an interior angle of 196 deg. 36 min. 30 sec. and run to the left in a Southeasterly direction and along said Center line a distance of 2.04 feet to a point; thence turn an interior angle of 47 deg. 20 min. 20 sec. and run to the right in a Southwesterly direction a distance of 441.74 feet to a point; thence turn an interior angle of 178 deg. 19 min. 50 sec. and run to the right in a Southwesterly direction a distance of 1202.87 feet to the point of beginning of the herein described parcel; being situated in Shelby County, Alabama.