

3/20

**WHEN RECORDED MAIL TO:**

AmSouth Bank  
Alabaster Office  
1235 First Street North  
Alabaster, AL 35007

20030511632210

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

070499724208

**MODIFICATION OF MORTGAGE**

**THIS MODIFICATION OF MORTGAGE** dated March 18, 2003, is made and executed between **WILLIAM B. HORTON**, whose address is 155 CARDINAL CREST DR, MONTEVALLO, AL 35115 and **MARY HORTON**, whose address is 155 CARDINAL CREST DR, MONTEVALLO, AL 35115; 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 January 14, 2002 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

**JANUARY 28, 2002, SHELBY COUNTY, INST # 2002-04719.**

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

LOT 2 AND THE EAST HALF OF LOT 3, ACCORDING TO THE SURVEY OF HOULDITCH SUBDIVISION, AS RECORDED IN MAP BOOK 4, PAGE 39, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

The Real Property or its address is commonly known as 155 CARDINAL CREST DR, MONTEVALLO, AL 35115.

**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 \$20,000 to \$35,000.

**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 18, 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)  
WILLIAM B. HORTON, Individually

X  (Seal)  
MARY HORTON, Individually

**LENDER:**

X  (Seal)  
Authorized Signer

**This Modification of Mortgage prepared by:**

Name: PATRICE M. CARNEY  
Address: P.O. BOX 830721  
City, State, ZIP: BIRMINGHAM, AL 35283

MODIFICATION OF MORTGAGE  
(Continued)

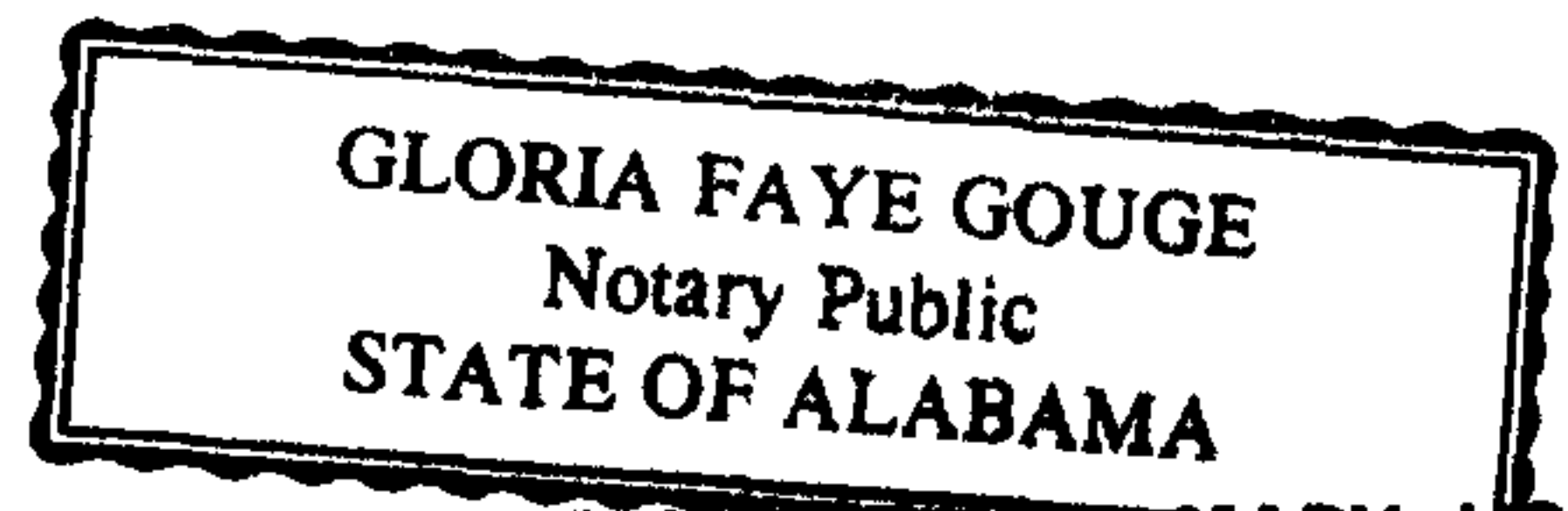
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INDIVIDUAL ACKNOWLEDGMENT

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 **WILLIAM B. HORTON and MARY L. HORTON, 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 18 day of March, 20 03.

Gloria Faye Gouge  
Notary Public

My commission expires

NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: May 7, 2004

LENDER ACKNOWLEDGMENT

20030331000190810 Pg 2/2 36.50  
Shelby Cnty Judge of Probate, AL  
03/31/2003 14:54:00 FILED/CERTIFIED

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 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 18<sup>th</sup> day of March, 20 03.

MY COMMISSION EXPIRES  
December 11, 2006

Linda J. Boyne  
Notary Public

My commission expires December 11, 2006  
MY COMMISSION EXPIRES