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**WHEN RECORDED MAIL TO:**

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

20030641119450  
070499241596

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

**MODIFICATION OF MORTGAGE**

**THIS MODIFICATION OF MORTGAGE** dated April 8, 2003, is made and executed between **MICHAEL CALHOUN** a/k/a **MICHAEL W CALHOUN**, a/k/a **MIKE CALHOUN**, whose address is **1069 OAK TREE RD, HOOVER, AL 35244** and **KAY CALHOUN**, whose address is **1069 OAK TREE RD, HOOVER, AL 35244**; husband and wife (referred to below as "Grantor") and **AmSouth Bank**, whose address is **520 Montgomery Highway, Vestavia Hills, AL 35216** (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated August 20, 1997 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

**RECORDED OCTOBER 8 1997, SHELBY COUNTY, INST #1997-23809**  
**AMENDMENT RECORDED JUNE 19 2000, SHELBY COUNTY, INST #2000-20352**  
**MODIFIED APRIL 7 2003**  
**MATURITY DATE AUGUST 20 2017.**

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

**LOT 3115 ACCORDING TO THE SURVEY OF RIVERCHASE COUNTRY CLUB 31ST ADDITION AS RECORDED IN MAP BOOK 18 PAGE 122 IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY ALABAMA**

The Real Property or its address is commonly known as **1069 OAK TREE RD, HOOVER, AL 35244.**

**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 \$110000.**

**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 APRIL 8, 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 *Michael Calhoun* (Seal)  
MICHAEL CALHOUN, Individually

x *Kay Calhoun* (Seal)  
KAY CALHOUN, Individually

**LENDER:**

x *Kristen Sabinberg* (Seal)  
Authorized Signer

*Amy Roberts*

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

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COUNTY OF

Jefferson

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I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **MICHAEL CALHOUN and KAY CALHOUN, 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

8th

day of

April

20 03

Barbara B. Cansee

Notary Public

My commission expires **NOTARY PUBLIC STATE OF ALABAMA AT LARGE**  
**MY COMMISSION EXPIRES: Apr 10, 2004**  
**BONDED THRU NOTARY PUBLIC UNDERWRITERS**

20030422000247250 Pg 2/2 30.00  
Shelby Cnty Judge of Probate, AL  
04/22/2003 13:19:00 FILED/CERTIFIED

LENDER ACKNOWLEDGMENT

STATE OF

Alabama

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) SS

COUNTY OF

at large

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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

8th

day of

April

20 03

Linda J. Boggs

Notary Public

My commission expires