

4/29

WHEN RECORDED MAIL TO:

AmSouth Bank
Oxmoor Valley Office
601 Lakeshore Parkway
Birmingham, AL 35209

20030770957570
070499121434

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated April 24, 2003, is made and executed between RUSH HOWELL GIRARDEAU, whose address is 483 INDIAN TRAIL RD, PELHAM, AL 35124 and DENISE BOWEN GIRARDEAU, whose address is 483 INDIAN TRAIL RD, PELHAM, AL 35124; husband and wife (referred to below as "Grantor") and AmSouth Bank, whose address is 601 Lakeshore Parkway, Birmingham, AL 35209 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated August 23, 1999 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

INST # 1999-39868 RECORDED ON SEPTEMBER 24, 1999 IN SHELBY COUNTY.

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

LOT 3, BLOCK 7, ACCORDING TO THE MAP OF INDIAN SPRINGS RANCH, AS RECORDED IN MAP BOOK 4, PAGE 29, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

The Real Property or its address is commonly known as 483 INDIAN TRAIL RD, 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 \$52,000 to \$113,000.

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 endorers 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 24, 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)
RUSH HOWELL GIRARDEAU, Individually

x  (Seal)
DENISE BOWEN GIRARDEAU, Individually

LENDER:

x  (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

Name: LACRESHA GAMBLE
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 JEFFERSON)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that RUSH HOWELL GIRARDEAU and DENISE BOWEN GIRARDEAU, 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 24 day of APRIL, 20 03.

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Nov 20, 2006
BONDED TERM: NOTARY PUBLIC (UNDERWRITERS)

MAR P
Notary Public

My commission expires _____

LENDER ACKNOWLEDGMENT

20030509000287170 Pg 2/2 105.50
Shelby Cnty Judge of Probate, AL
05/09/2003 10:19:00 FILED/CERTIFIED

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 AmSouth BANK 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 24 day of APRIL, 20 03.

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Nov 20, 2006
BONDED TERM: NOTARY PUBLIC (UNDERWRITERS)

MAR P
Notary Public

My commission expires _____