20030721000461030 Pg 1/2 B1.45 Shelby Cnty Judge of Probate, AL 07/21/2003 08:58:00 FILED/CERTIFIED

WHEN RECORDED MAIL TO:

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

070499730044

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated July 8, 2003, is made and executed between SCOTT DAWSON a/k/a GREGORY S DAWSON, whose address is 108 GREYSTONE GLEN DR, BIRMINGHAM, AL 35242 and TARRA J DAWSON, whose address is 108 GREYSTONE GLEN DR, BIRMINGHAM, AL 35242; 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 22, 2002 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED FEBRUARY 1 2002, SHELBY COUNTY, BOOK 2002 PAGE 05557

MATURITY DATE JANUARY 22 2022.

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

LOT 3, ACCORDING TO THE SURVEY OF THE GLEN AT GREYSTONE, SECTOR ONE, AS RECORDED IN MAP BOOK 15, PAGE 97, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA

The Real Property or its address is commonly known as 108 GREYSTONE GLEN DR, BIRMINGHAM, AL 35242.

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 \$44240 to \$88480.

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 JULY 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:

SCOTT DAWSON Individually

(Seal)

white

TARRA J DAWSON, Individually

L'ENDER:

Authorized Signer

This Modification of Mortgage prepared by:

Name: SUZANNE COKER Address: P.O. BOX 830721

City, State, ZIP: BIRMINGHAM, AL 35283

## INDIVIDUAL ACKNOWLEDGMENT STATE OF W GLORIA FAYE GOUGE Notary Public ) SS STATE OF ALABAMA COUNTY OF I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that SCOTT DAWSON and TARRA J DAWSON, 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 day of Notary Public My commission expires Commission expires 20030721000461030 Pg 2/2 81.45 Shelby Cnty Judge of Probate, AL 07/21/2003 08:58:00 FILED/CERTIFIED \_ LENDER ACKNOWLEDGMENT COUNTY OF at large ) SS 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. day of Given under my hand and official seal this MY COMMISSION EXPIRES December 11, 2006 **Notary Public** My commission expires

LASER PRO Lending, Ver. 5.21.00.003 Copr. Harland Financial Solutions, Inc. 1997, 2003. All Rights Reserved. - AL. S:\CFI\LPL\G201.FC TR-118078 PR-19