



8/19

WHEN RECORDED MAIL TO:

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

20031490928140
070499779439

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated August 14, 2003, is made and executed between **EDDIE T BOSTIC**, whose address is **114 BIG OAK DR, MAYLENE , AL 35114** and **APRIL L. BOSTIC**, whose address is **114 BIG OAK DR, MAYLENE , AL 35114**; 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 April 12, 2002 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

APRIL 23, 2002, SHELBY COUNTY, INST# 2002-18737. MODIFIED AUGUST 14, 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 **114 BIG OAK DR, MAYLENE , AL 35114.**

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 \$ 20000 to \$ 25000.

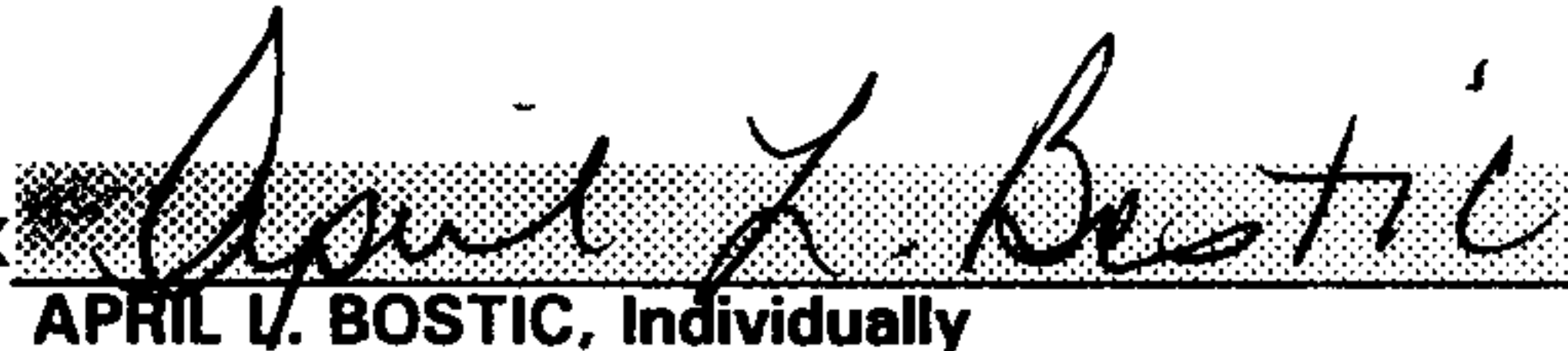
CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right 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 AUGUST 14, 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)
EDDIE T BOSTIC, Individually

X  (Seal)
APRIL L. BOSTIC, Individually

LENDER:

X  (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

Name: RODNEY ARMSTRONG
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 **EDDIE T BOSTIC and APRIL L. BOSTIC, 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 14 day of August, 2003.

MA R D
Notary Public

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
My commission expires MY COMMISSION EXPIRES: Nov 20, 2006
~~BONDED THIRD PARTY NOTARY PUBLIC (UNDERWRITERS)~~

LENDER 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 Am South 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 14 day of August, 2003.

MA R D
Notary Public

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
My commission expires MY COMMISSION EXPIRES: Nov 20, 2006
~~BONDED THIRD PARTY NOTARY PUBLIC (UNDERWRITERS)~~
My commission expires _____

Exhibit A (Legal Description)

Situated in SHELBY County, AL.

A PARCEL OF LAND SITUATED IN THE SW $\frac{1}{4}$ OF THE NW $\frac{1}{4}$ AND PART IN THE SE $\frac{1}{4}$ OF THE NW $\frac{1}{4}$ OF SECTION 16, TOWNSHIP 21 SOUTH, RANGE 3 WEST, DESCRIBED AS FOLLOWS: BEGINNING AT THE NW CORNER OF THE SW $\frac{1}{4}$ OF THE NE $\frac{1}{4}$ OF SECTION 16, GO NORTH 89 DEGREES 34 MINUTES 18 SECONDS EAST ALONG THE NORTH BOUNDARY OF SAID $\frac{1}{4}$ - $\frac{1}{4}$ SECTION 205.50 FEET; THENCE SOUTH 3 DEGREES 09 MINUTES 53 SECONDS EAST FOR 633.74 FEET TO THE NORTH BOUNDARY OF BIG OAK DRIVE; THENCE TWO COURSES ALONG SAID BOUNDARY AS FOLLOWS: GO SOUTH 87 DEGREES 32 MINUTES WEST FOR 168.00 FEET THENCE NORTH 89 DEGREES 18 MINUTES 10 SECONDS WEST FOR 40.10 FEET; THENCE NORTH 3 DEGREES 19 MINUTES 04 SECONDS WEST FOR 639.00 FEET TO THE NORTH BOUNDARY OF THE SE $\frac{1}{4}$ OF THE NW $\frac{1}{4}$ OF SECTION 16; THENCE NORTH 89 DEGREES 34 MINUTES 18 SECONDS EAST FOR 4.5 FEET TO THE POINT OF BEGINNING. SITUATED IN SHELBY COUNTY, ALABAMA.

Inst # 2002-18737

04/23/2002-18737
09:45 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
107 KCB 59.00