

8/21  
**WHEN RECORDED MAIL TO:**

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

20032250852390  
070499285460  
SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

**MODIFICATION OF MORTGAGE**

**THIS MODIFICATION OF MORTGAGE** dated August 19, 2003, is made and executed between **SANDRA L. DRAPER**, whose address is **2025 BUTLER ROAD, ALABASTER, AL 35007**; unmarried (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 April 23, 1998 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

**RECORDED MAY 5, 1998 INST #1998-16293 . MODIFIED SEPTEMBER 28, 1999 INST #1999-40382. AND MODIFIED AUGUST 19, 2003.**

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

A LOT IN THE SW 1/4 OF THE SW 1/2 OF SECTION 14, TOWNSHIP 21 SOUTH, RANGE 3 WEST, DESCRIBED AS FOLLOWS: COMMENCE AT THE SW CORNER OF THE SW 1/4 OF THE SE 1/4 OF SECTION 14, TOWNSHIP 21 SOUTH, RANGE 3 WEST; THENCE RUN EAST ALONG THE SOUTH LINE OF SAID SECTION A DISTANCE OF 729.0 FEET TO THE POINT OF BEGINNING; THENCE TURN AN ANGLE OF 95 DEGREES, 16' TO THE LEFT AND RUN A DISTANCE OF 294.59 FEET; THENCE TURN AN ANGLE OF 95 DEGREES 41' TO THE RIGHT AND RUN A DISTANCE OF 125.00 FEET; THENCE TURN AN ANGLE OF 84 DEGREES 44' TO THE RIGHT AND RUN A DISTANCE OF 294.59 FEET TO THE SOUTH LINE OF SAID SECTION 14, THENCE TURN AN ANGLE OF 95 DEGREES 16' TO THE RIGHT AND RUN A DISTANCE OF 125.00 FEET TO THE POINT OF BEGINNING, EXCEPT RIGHT OF WAY OF THE COUNTY PAVED ROAD.

The Real Property or its address is commonly known as 2025 BUTLER ROAD, ALABASTER, AL 35007.

**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 \$50,000 to \$100,000.

**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 AUGUST 19, 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 Sandra L. Draper (Seal)  
SANDRA L. DRAPER, Individually

**LENDER:**

x Daye Long Amy Robert (Seal)  
Authorized Signer

This Modification of Mortgage prepared by:

Name: TASHA WOOTEN  
Address: P.O. BOX 830721  
City, State, ZIP: BIRMINGHAM, AL 35283

MODIFICATION OF MORTGAGE  
(Continued)

20030902000578890 Pg 2/2 89.00  
Shelby Cnty Judge of Probate, AL  
09/02/2003 09:04:00 FILED/CERTIFIED

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Alabama

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COUNTY OF Shelby

) SS

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I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **SANDRA L. DRAPER, unmarried**, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said Modification, he or she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 19 day of August, 20 03.

NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: Feb 13, 2007  
BONDED THRU NOTARY PUBLIC UNDERWRITERS

Jenni L. Hoff  
Notary Public

My commission expires \_\_\_\_\_

LENDER ACKNOWLEDGMENT

STATE OF Alabama

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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 21st day of August, 20 03.

MY COMMISSION EXPIRES  
December 11, 2006

My commission expires \_\_\_\_\_

Linda J. Brown  
Notary Public