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WHEN RECORDED MAIL TO:

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

20033401646200 070499771303

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated December 30, 2003, is made and executed between MARIE V. ROUTLEDGE, whose address is 189 GREENFIELD LN, 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 March 28, 2002 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED ON 04-08-2002 IN SHELBY COUNTY, ALABAMA IN INSTRUMENT #2002-16174. AND MODIFIED ON 12-30-2003.

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 189 GREENFIELD LN, 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 \$60,000.00 to \$65,000.00.

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 DECEMBER 30, 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:** 

LENDER:

Authorized Signer

MARIE V. ROUTLEDGE, Individually

This Modification of Mortgage prepared by:

Address: P.O. BOX 830721

Name: ANTOINETTE AUSTIN

City, State, ZIP: BIRMINGHAM, AL 35283

## MODIFICATION OF MORTGAGE (Continued)

Page 2

INDIVIDUAL ACKNOWLEDGMENT	
STATE OF Ware	
	) SS
COUNTY OF MUCY	)
I, the undersigned authority, a Notary Public in and for said county in	said state, hereby certify that MARIE V. ROUTLEDGE, unmarried, whose
of said Modification, he or she executed the same voluntarily on the d	acknowledged before me on this day that, being informed of the contents ay the same bears date.
	ay of ///////////////////////////////////
	This Thelm
NOTARY PUBLIC STATE OF ALABAMA AT LARGE	Notary Public /
MY COMMISSION EXPIRES: Feb 13, 2007  My commission expires BONDED THRU NOTARY PUBLIC UNDERWRITERS	
THE PUBLIC UNDERWRITERS	
LENDER ACK	NOWLEDGMENT
STATE OF Habana	
STATE OF / I a Dama	<b>L</b>
	) SS
country of at large	
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country of all large  I, the undersigned authority, a Notary Public in and for said county in a corporati	said state, hereby certify that  on, is signed to the foregoing Modification and who is known to me, tents of said Modification of Mortgage, he or she, as such officer and with
I, the undersigned authority, a Notary Public in and for said county in a corporati acknowledged before me on this day that, being informed of the confull authority, executed the same voluntarily for and as the act of said	said state, hereby certify that  on, is signed to the foregoing Modification and who is known to me, tents of said Modification of Mortgage, he or she, as such officer and with
I, the undersigned authority, a Notary Public in and for said county in a corporati acknowledged before me on this day that, being informed of the confull authority, executed the same voluntarily for and as the act of said Given under my hand and official seal this	said state, hereby certify that  on, is signed to the foregoing Modification and who is known to me, tents of said Modification of Mortgage, he or she, as such officer and with corporation.
I, the undersigned authority, a Notary Public in and for said county in a corporati acknowledged before me on this day that, being informed of the confull authority, executed the same voluntarily for and as the act of said Given under my hand and official seal this	said state, hereby certify that  on, is signed to the foregoing Modification and who is known to me, tents of said Modification of Mortgage, he or she, as such officer and with corporation.
I, the undersigned authority, a Notary Public in and for said county in a corporati acknowledged before me on this day that, being informed of the confull authority, executed the same voluntarily for and as the act of said Given under my hand and official seal this  MY COMMISSION EXPIRES December 11, 2006	said state, hereby certify that
I, the undersigned authority, a Notary Public in and for said county in a corporati acknowledged before me on this day that, being informed of the confull authority, executed the same voluntarily for and as the act of said Given under my hand and official seal this	said state, hereby certify that

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## EXHIBIT A FOR MARIE ROUTLEDGE

LOT 64, SECTOR 6, ACCORDING TO THE SURVEY OF GREENFIELD, SECTORS 4 AND 6, AS RECORDED IN MAP BOOK 17, PAGE 131, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA