

#### WHEN RECORDED MAIL TO:



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0066160<u>200</u>006

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# MODIFICATION OF MORTGAGE

23,00

THIS MODIFICATION OF MORTGAGE dated January 29, 2004, is made and executed between ROSEMARY SELF, whose address is 525 CANYON PARK DR, PELHAM, AL 35124; single (referred to below as "Grantor") and AmSouth Bank, whose address is 2228 Pelham Parkway, Pelham, AL 35124 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated June 20, 2002 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED ON 07-10-2002 IN SHELBY COUNTY, ALABAMA INSTRUMENT # 20020710000319670.

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 525 CANYON PARK DR, 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 \$21,000 to \$25,000.

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 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 JANUARY 29, 2004.

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: (Seal) ROSEMARY SELF **LENDER:** (Seal) Authorized Signer

This Modification of Mortgage prepared by:

Name: AMANDA MAXFIELD Address: P.O. BOX 830721

City, State, ZIP: BIRMINGHAM, AL 35283

	DOME MONITORATEDGINEIA I
STATE OF Alabama  COUNTY OF Shellby	) ) SS )
I, the undersigned authority, a Notary Public in and for signed to the foregoing instrument, and who is known to Modification, he or she executed the same voluntarily on	said county in said state, hereby certify that ROSEMARY SELF, single, whose name is me, acknowledged before me on this day that, being informed of the contents of said the day the same bears date.
Given under my hand and official seal this $25$	day of JAn 2004.
My commission expires 1-30-07	Notary Public

INDIVIDIAL ACKNOWIEDGMENT

## MODIFICATION OF MORTGAGE (Continued)

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### LENDER ACKNOWLEDGMENT

STATE OF AND STATE OF	}
	) SS
COUNTY OF 5 = 5000	
I, the undersigned authority, a Notary Public in and acknowledged before me on this day that, being in full authority, executed the same voluntarily for an	a corporation, is signed to the foregoing Modification and who is known to me, informed of the contents of said Modification of Mortgage, he or she, as such officer and with as the act of said corporation.
Given under my hand and official seal this	(20 ) day of, 20 <u></u> , 20 <u></u> .
COMMISSION EXPIRES December 11, 2006	Motary Public
My commission expires	

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### SCHEDULE "A"

THE FOLLOWING DESCRIBED REAL ESTATE, SITUATED IN SHELBY COUNTY, ALABAMA:

LOT 63, ACCORDING TO THE SURVEY OF CANYON PARK TOWNHOMES, AS RECORDED IN MAP BOOK 19 PAGE 19 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA; BEING SITUATED IN SHELBY COUNTY, ALABAMA.

SOURCE OF TITLE: DEED DOCUMENT # 19950331000081321

KNOWN 525 CANYON PARK DRIVE

PARCEL: 136132004063000