20051121000605670 1/3 $339.50
Shelby Cnty Judge of Probate,AL
11/21/2005 11:37:06AM FILED/CERT

WHEN RECORDED MAIL TO:
AmSouth Bank
Attn: Staci Gant
P.O. Box 830734
Birmingham, AL 35283

2005299094626 0

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

0704445720008

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated November 7, 2005, is made and executed between THOMAS R CAMPBELL, whose address is 1 DOGWOOD FRST, SHOAL CREEK, AL 35242 and NANCY W CAMPBELL, whose address is 1 DOGWOOD FRST, SHOAL CREEK, AL 35242; husband and wife (referred to below as "Grantor") and AmSouth Bank, whose address is 35 Church Street, Birmingham, AL 35213 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated May 21, 2001 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED 06-04-01 INSTRUMENT #2001-22429; MODIFIED 08-05-04, RECORDED 08-18-04 INSTRUMENT #20040818000462560 AND MODIFIED ON 11-07-05.

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 1 DOGWOOD FRST, SHOAL CREEK, 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 $285000.00 to $500000.00.

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 NOVEMBER 7, 2005.

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)
THOMAS R CAMPBELL

X _____ (Seal)
NANCY W CAMPBELL

LENDER:

AMSOUTH BANK

X _____ (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

Name: ADA MATTHEWS
Address: P.O. BOX 830721
City, State, ZIP: BIRMINGHAM, AL 35283

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 **THOMAS R CAMPBELL and NANCY W CAMPBELL, 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 7 **day of** Nov. , 20 05 .

Kris C. Bingess
Notary Public

MY COMMISSION EXPIRES MAY 11, 2008

My commission expires _____

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 James Rempic _____ a corporation, is signed to the foregoing Modification and who is known to me, acknowledged before me on this day that, being informed of the contents of said Modification of Mortgage, 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 7 **day of** Nov. , 20 05 .

Kris C. Bingess
Notary Public

MY COMMISSION EXPIRES MAY 11, 2008

My commission expires _____

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Exhibit A

LOT 106, ACCORDING TO THE MAP OF SHOAL CREEK SUBDIVISION, AS RECORDED IN MAP BOOK 6, PAGE 150, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.