



20060206000058390 1/3 \$110.00  
Shelby Cnty Judge of Probate, AL  
02/06/2006 09:54:30AM FILED/CERT

WHEN RECORDED MAIL TO:



JOHNSON, WILLIAM L

Record and Return To:  
Fiserv Lending Solutions  
600-A N John Rhodes Blvd.  
Melbourne, FL 32934

20053501525300

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

071100166511

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated January 18, 2006, is made and executed between WILLIAM L. JOHNSON, whose address is 1972 HIGHWAY 36, CHELSEA, AL 35043 and CONNIE C. JOHNSON, whose address is 1972 HIGHWAY 36, CHELSEA, AL 35043; husband and wife (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 September 30, 2004 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED ON 10/15/2004 INSTR#20041015000570710 PGS 1-8 SHELBY COUNTY  
MODIFIED ON 01/18/2006.

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 1972 HIGHWAY 36, CHELSEA, AL 35043.

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 \$100,000 to \$162,000.

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 18, 2006.

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 William L. Johnson (Seal)  
WILLIAM L. JOHNSON

X Connie C. Johnson (Seal)  
CONNIE C. JOHNSON

LENDER:

AMSOUTH BANK

X [Signature] (Seal)  
Authorized Signer

This Modification of Mortgage prepared by:

Name: BRENDA ROLLINS  
Address: P.O. BOX 830721  
City, State, ZIP: BIRMINGHAM, AL 35283

MODIFICATION OF MORTGAGE  
(Continued)

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INDIVIDUAL ACKNOWLEDGMENT

STATE OF ALABAMA

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COUNTY OF Shelby

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I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **WILLIAM L. JOHNSON and CONNIE C. JOHNSON, 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 18 day of JANUARY, 2006.

Blair J. Long  
Notary Public

My commission expires 5-7-06

LENDER ACKNOWLEDGMENT

STATE OF ALABAMA

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) SS

COUNTY OF Shelby

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I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that AMSOUTH BANK 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 18 day of JAN, 2006.

Blair J. Long  
Notary Public

My commission expires 5-7-06



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## EXHIBIT "A"

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THE 'REAL PROPERTY' LOCATED IN SHELBY COUNTY, STATE OF ALABAMA:

A PARCEL OF LAND LOCATED IN THE NORTHWEST  $\frac{1}{4}$  OF THE NORTHWEST  $\frac{1}{4}$  OF SECTION 36, TOWNSHIP 24 NORTH, RANGE 15 EAST, SHELBY COUNTY, ALABAMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID FORTY; THENCE SOUTH  $89^{\circ} 57' 29''$  EAST ALONG THE NORTH LINE OF SAID FORTY A DISTANCE OF 890.13 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG THE LAST DESCRIBED COURSE A DISTANCE OF 180.79 FEET; THENCE SOUTH  $81^{\circ} 33' 29''$  WEST FOR 127.67 FEET TO THE NORTHERLY RIGHT OF WAY OF TANGLED WAY AND A POINT ON A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF  $18 45' 11''$  AND A RADIUS OF 175.00 FEET, SAID CURVE SUBTENDED BY A CHORD BEARING OF NORTH  $72^{\circ} 30' 37''$  WEST AND A CHORD DISTANCE OF 57.02 FEET; THENCE ALONG THE ARC OF SAID CURVE AND ALONG SAID RIGHT OF WAY A DISTANCE OF 57.28 FEET; THENCE NORTH  $03^{\circ} 59' 22''$  WEST AND LEAVING SAID RIGHT OF WAY A DISTANCE OF 1.74 FEET TO THE POINT OF BEGINNING; LESS AND EXCEPT ALL OF THE ABOVE DESCRIBED PROPERTY THAT LIES BELOW THE 397 FOOT CONTOUR. THE ABOVE-DESCRIBED PROPERTY CONTAINS .03 ACRE, MORE OR LESS.

KNOWN: 1972 HIGHWAY 36

PARCEL: 337250001001025