

## WHEN RECORDED MAIL TO:



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(Seal)

0710069963

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated January 20, 2006, is made and executed between JACK B. HETHCOX AND LUCY HETHCOX, A.K.A. LUCY H. HETHCOX; HUSBAND AND WIFE, PAULA H. GONZALEZ; MARRIED, and CELIA H. DOVER; MARRIED, not personally but as Trustees on behalf of HETHCOX LIVING TRUST, whose address is 3091 CROSSINGS DR., BIRMINGHAM, AL 35242 (referred to below as "Grantor") and AmSouth Bank, whose address is 2653 Valleydale Road, Birmingham, AL 35244 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated January 23, 2004 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED 02/23/2004 IN SHELBY COUNTY, AL, INSTRUMENT 20040223000092790, AND MODIFIED 01/20/2006.

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

LOT 50, ACCORDING TO THE SURVEY OF CALDWELL CROSSINGS, AS RECORDED IN MAP BOOK 29, PAGE 9, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

The Real Property or its address is commonly known as 3091 CROSSINGS DR., BIRMINGHAM, 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 \$20,000.00 to \$45,000.00.

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 hender 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 20, 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:** 

HETHCOX LIVING TRUST

sy: Mech BINCON (Seal)

By: O (Seal)
PAULA H. GONZALEZ

CELIA H. DOVER

LENDER:

AMSOUTH BANK

This Modification of Mortgage prepared by:

Name: MIKE PIERCE Address: P.O. BOX 830721

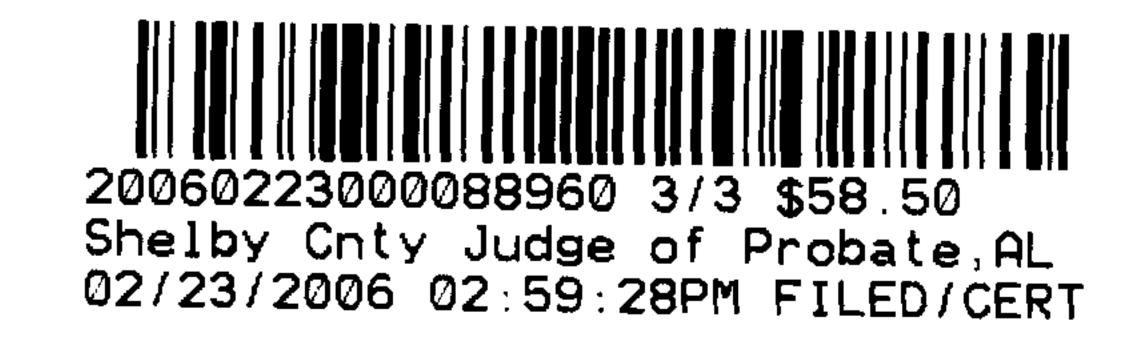
(Seal)

City, State, ZIP: BIRMINGHAM, AL 35283

## TRUST ACKNOWLEDGMENT Shelby Cnty Judge of Probate, AL 02/23/2006 02:59:28PM FILED/CERT STATE OF ) SS I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that JACK B. HETHCOX,; LUCY HETHCOX,; PAULA H. GONZALEZ,; and CELIA H. DOVER, of HETHCOX LIVING TRUST, a trust, are signed to the foregoing Modification and who are known to me, acknowledged before me on this day that, being informed of the contents of said Modification of Mortgage, they, as such authorized trustees or agents and with full authority, executed the same voluntarily for and as the act of said trust. Given under my hand and official seal this 20±6 day of January MOTARY PUBLIC STATE OF ALABAMA AT LARGE NOTARY PUBLIC UNDERWRITERS LENDER ACKNOWLEDGMENT STATE OF HOLD CI ) SS I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that 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 MY COMPESSION EXPRES: Sapt. 30, 2000 ECHEED THE MODALY PUBLIC UNDERWATTERS

LASER PRO Lending, Ver. 5.27.00.005 Copr. Harland Financial Solutions, Inc. 1997, 2006. All Rights Reserved. - AL S:\SYSAPPS\LaserPro\CFI\CFI\LPL\G201.FC TR-228008 PR-19

My commission expires



## SCHEDULE "A"

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

LOT 50, ACCORDING TO THE SURVEY OF CALDWELL CROSSING, AS RECORDED IN MAP BOOK 29, PAGE 9, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

SUBJECT TO TAXES, RESTRICTIONS, RIGHTS-OF-WAY, ESCEPTIONS, CONDITIONS AND EASEMENTS OF RECORD.

KNOWN: 3091 CROSSING DRIVE

PARCEL: 102030003050000