

20060825000419150 1/3 \$128.25  
Shelby Cnty Judge of Probate, AL  
08/25/2006 12:47:47PM FILED/CERT

**WHEN RECORDED MAIL TO:**



Record and Return To:  
Fiserv Lending Solutions  
600-A N John Rodes Blvd.  
THOMPSON, STEPHEN A MELBOURNE, FL 32934

20062051115120

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

070499783746

**MODIFICATION OF MORTGAGE**

**THIS MODIFICATION OF MORTGAGE** dated August 2, 2006, is made and executed between **STEPHEN A THOMPSON, A/K/A STEPHEN ALLEN THOMPSON**, whose address is 1063 72 HWY, PELHAM, AL 351242141 and **JANNETTE THOMPSON**, whose address is 1063 72 HWY, PELHAM, AL 351242141; husband and wife (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 April 18, 2002 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED ON 04-30-2002 IN THE OFFICE OF THE JUDGE OF PROBATE FOR SHELBY COUNTY, ALABAMA INST # 20050430000202820.

**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 1063 HIGHWAY 72, PELHAM, AL 351240000.

**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 \$20000 to \$93440.

**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 endorser 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 AUGUST 2, 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 Stephen A. Thompson (Seal)  
STEPHEN A THOMPSON

X Jannette Thompson (Seal)  
JANNETTE THOMPSON

**LENDER:**

AMSouth BANK  
X Jennifer Barnett (Seal)  
Authorized Signer

This Modification of Mortgage prepared by:

Name: Kyeshia Skinner  
Address: P.O. BOX 830721  
City, State, ZIP: BIRMINGHAM, AL 35283



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**MODIFICATION OF MORTGAGE  
(Continued)**

**INDIVIDUAL ACKNOWLEDGMENT**

STATE OF Alabama )  
 ) SS  
COUNTY OF Shelby )

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **STEPHEN A THOMPSON** and **JANNETTE THOMPSON**, 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 2 day of Aug, 2006.  
Carol Elizabeth Fitchner  
Notary Public

My commission expires June 15, 2009

**LENDER ACKNOWLEDGMENT**

STATE OF Alabama )  
 ) SS  
COUNTY OF Shelby )

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 2 day of Aug, 2006.  
Carol Elizabeth Fitchner  
Notary Public

My commission expires June 15, 2009



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## SCHEDULE "A"

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

A PARCEL OF LAND IN THE NW  $\frac{1}{4}$  OF THE SE  $\frac{1}{4}$  OF SECTION 18, TOWNSHIP 20  
SOUTH, RANGE 2 WEST DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE NW  $\frac{1}{4}$  OF SE  $\frac{1}{4}$  OF SECTION  
18. TOWNSHIP 20 SOUTH, RANGE 2 WEST, SHELBY COUNTY, STATE OF  
ALABAMA AND RUN WEST ON SOUTH LINE OF SAID  $\frac{1}{4}$ -  $\frac{1}{4}$  396.0 FEET TO A  
POINT; THENCE TURN 91°46'50" RIGHT AND RUN NORTHERLY 451.54 FEET TO  
A POINT ON THE NORTH LINE OF HIGHWAY NO.72 AND THE POINT OF  
BEGINNING OF THE PROPERTY DESCRIBED; THENCE CONTINUE LAST  
COURSE 209.18 FEET TO A POINT, THENCE TURN 88°06'21" RIGHT AND RUN  
EASTERLY 136.04 FEET TO A POINT; THENCE TURN 71°24'00" RIGHT AND RUN  
SOUTH-SOUTHEASTERLY 61.12 FEET TO A POINT ON THE SAME SAID NORTH  
LINE OF HIGHWAY NO.72 IN A CURVE TO THE LEFT; THENCE TURN 67°49'50"  
RIGHT TO CHORD AND RUN SOUTHWESTERLY ALONG THE ARC OF SAID  
CURVE AN ARC DISTANCE OF 221.30 FEET TO THE POINT OF BEGINNING;  
BEING SITUATED IN SHELBY COUNTY, STATE OF ALABAMA.

KNOWN: 1063 HIGHWAY 72

PARCEL: 14-4-18-4-001-005-003