

20-29 (20)
70

20031107000742940 Pg 1/3 60.50
Shelby Cnty Judge of Probate, AL
11/07/2003 14:15:00 FILED/CERTIFIED

10-15

WHEN RECORDED MAIL TO:



MALLOY, JONATHAN

Record and Return to:
Integrated Loan Services
600-A N John Rodes Blvd.
Melbourne, FL 32934

20032681518110
076499620815

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

\$60.50

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated October 10, 2003, is made and executed between **JONATHAN MALLOY**, whose address is 11140 HIGHWAY 55, STERRETT, AL 35147 and **MARGARET MALLOY**, whose address is 11140 HIGHWAY 55, STERRETT, AL 35147; husband and wife (referred to below as "Grantor") and **AmSouth Bank**, whose address is 102 Inverness Plaza, Birmingham, AL 35243 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated August 10, 2001 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED IN SHELBY COUNTY, 09/20/2001, INST#2001-40879; MODIFIED OCTOBER 8, 2003.

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 11140 HIGHWAY 55, STERRETT, AL 35147.

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 \$29,000.00.

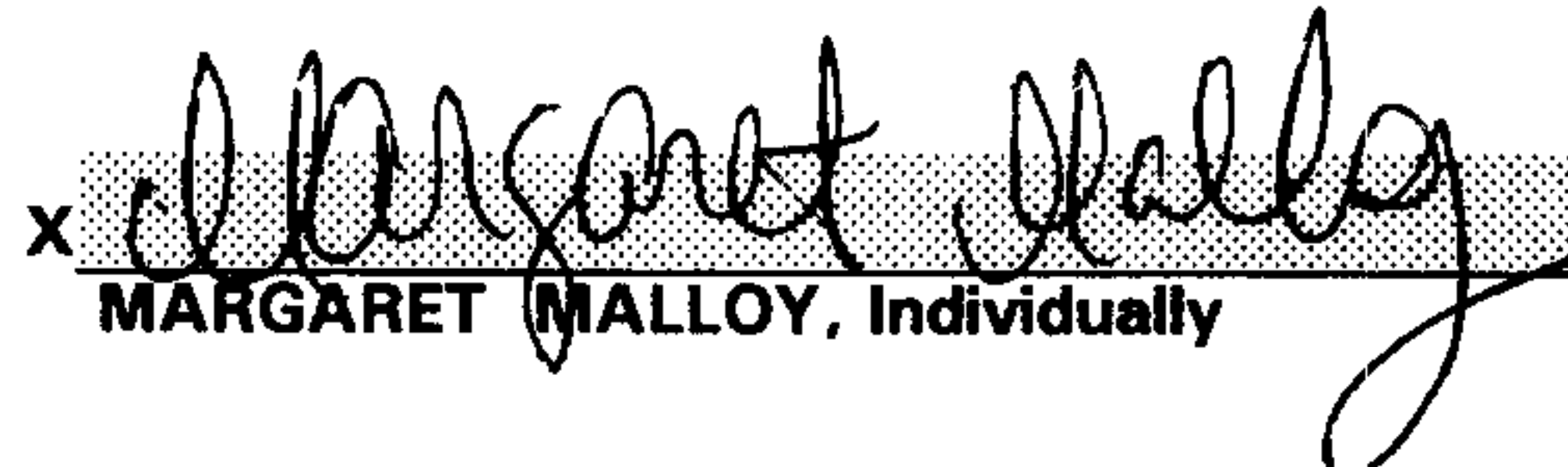
CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Mortgage as changed above nor obligate 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 OCTOBER 10, 2003.

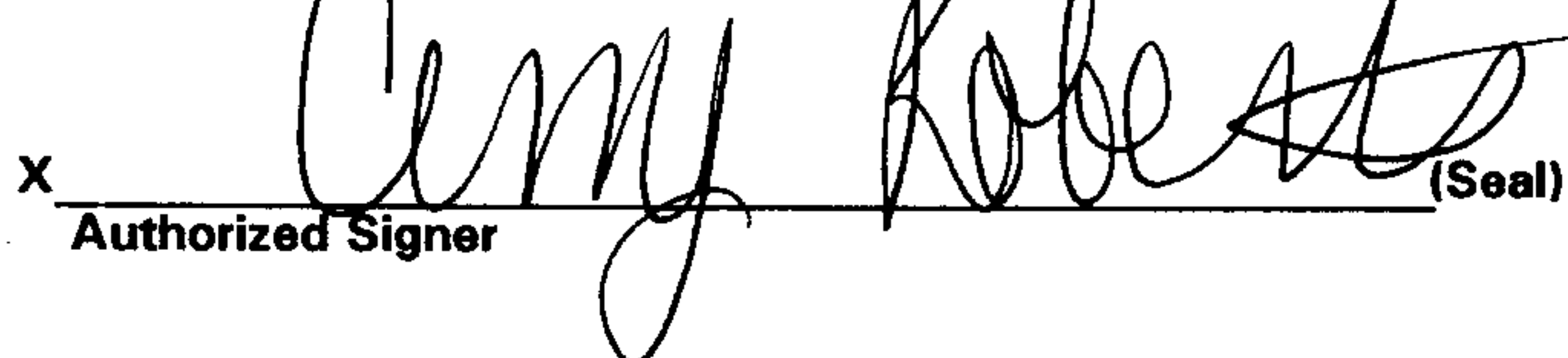
THIS MODIFICATION IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS MODIFICATION IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.

GRANTOR:

X  (Seal)
JONATHAN MALLOY, Individually

X  (Seal)
MARGARET MALLOY, Individually

LENDER:

X  (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

**Name: JATONIA DIAL
Address: P.O. BOX 830721
City, State, ZIP: BIRMINGHAM, AL 35283**

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 **JONATHAN MALLOY and MARGARET MALLOY, 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 10 day of Oct, 2003.
Rachel Garcia
Notary Public

My commission expires 12/11/05

LENDER ACKNOWLEDGMENT

STATE OF Alabama)
) SS
COUNTY OF at large)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Amy Roberts a corporation, is signed to the foregoing and who is known to me, acknowledged before me on this day that, being informed of the contents of said, 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 10th day of October, 2003.
Linda J. Bryan
Notary Public

MY COMMISSION EXPIRES
December 11, 2006

My commission expires _____

LEGAL DESCRIPTION

**NAME: MALLOY
D2950760**

A CERTAIN TRACT OR PARCEL OF LAND IN SHELBY COUNTY, ALABAMA:

LOT 2-A, ACCORDING TO THE EMENDED MAP OF NANCE FAMILY
SUBDIVISION, AS RECORDED IN MAP BOOK 25, PAGE 4, MORE
PARTICULARLY DESCRIBED AS FOLLOWS:

FROM THE SOUTHWEST CORNER OF THE SOUTHEAST $\frac{1}{4}$ OF THE
SOUTHWEST $\frac{1}{4}$ OF SECTION 15, TOWNSHIP 19 SOUTH, RANGE 1 EAST, ALSO
BEING THE POINT OF BEGINNING, RUN NORTH ALONG THE WEST LINE OF
SAID $\frac{1}{4}$ - $\frac{1}{4}$ A DISTANCE OF 361.64 FEET THENCE LEFT 0° 11 MINUTES 00
SECONDS A DISTANCE OF 38.32 FEET; THENCE LEFT 90° 13 MINUTES 00
SECONDS A DISTANCE OF 244.13 FEET TO THE EAST RIGHT OF WAY OF
COUNTY ROAD NUMBER 55; THENCE RIGHT 97° 35 MINUTES 52 SECONDS TO
THE TANGENT OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1525.02
FEET AND A DELTA OF 6° 9 MINUTES 27 SECONDS AND ARC DISTANCE OF
174.64 FEET ALONG THE RIGHT OF WAY OF SAID ROAD; THENCE RIGHT 76°
13 MINUTES 3 SECONDS FROM THE TANGENT OF SAID CURVE A DISTANCE
OF 419.95 FEET; THENCE RIGHT 39° 26 MINUTES 31 SECONDS A DISTANCE OF
270.46 FEET; THENCE RIGHT 50° 31 MINUTES 6 SECONDS A DISTANCE OF
420.21 FEET TO THE SOUTH LINE OF SAID SECTION; THENCE RIGHT 90° 6
MINUTES 4 SECONDS A DISTANCE OF 417.52 FEET TO THE POINT OF
BEGINNING.

BEING THE SAME PROPERTY CONVEYED TO JONATHAN MALLOY AND
MARGARET MALLOY BY WARRANTY DEED OF RECORD AS INSTRUMENT
19990219000071301, AT THE REGISTER'S OFFICE IN SHELBY COUNTY,
ALABAMA.

PROPERTY KNOWN AS: 11140 HIGHWAY 55, STERRETT, AL