

12/17

WHEN RECORDED MAIL TO:



JACOBS, KATHI D

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

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

\$24.50

**MODIFICATION OF MORTGAGE**

THIS MODIFICATION OF MORTGAGE dated December 16, 2003, is made and executed between KATHI D JACOBS, AKA KATHI DULANEY JACOBS, whose address is 134 WILL A ROSE LANE, CHELSEA, AL 35043; single (referred to below as "Grantor") and AmSouth Bank, whose address is 1849 Highway 31 South, Birmingham, AL 35244 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated June 10, 2003 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED JUNE 23, 2003 IN THE PROBATE OFFICE OS SHELBY COUNTY BOOK 20030623000392900.

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 134 WILL A ROSE LANE, 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 \$10,000.00 to \$15,000.00.

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 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 DECEMBER 16, 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 Kathi D Jacobs (Seal)  
KATHI D JACOBS, Individually

LENDER:

x Carole W. Corning (Seal)  
Authorized Signer

This Modification of Mortgage prepared by:

Name: CONNIE STOVES  
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 Jefferson

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I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **KATHI D JACOBS, single**, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said Modification, he or she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 16 day of December, 20 03.

Susan L. Wilkin  
Notary Public

NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: Mar 21, 2005  
BONDED THRU NOTARY PUBLIC UNDERWRITERS

My commission expires

LENDER ACKNOWLEDGMENT

STATE OF Alabama

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) SS

COUNTY OF Jefferson

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I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that ~~Bank~~ AmSouth 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 16 day of December, 20 03.

Kim M. Gray  
Notary Public

MY COMMISSION EXPIRES

APRIL 16, 2006

My commission expires



## **SCHEDULE "A"**

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

**COMMENCE AT THE SW CORNER OF THE SE ¼ OF THE NW ¼ OF SECTION 34,  
TOWNSHIP 19 SOUTH, RANGE 1 WEST, THENCE RUN EAST ALONG SAID ¼ ¼ LINE A  
DISTANCE OF 609.76 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE  
ALONG LAST DESCRIBED COURSE A DISTANCE OF 530.90 FEET; THENCE TURN AN  
ANGLE OF 88 DEG. 44 MIN. 32 SEC. LEFT AND RUN A DISTANCE OF 247.02 FEET;  
THENCE TURN AN ANGLE OF 91 DEG. 22 MIN. 39 SEC. LEFT AND RUN A DISTANCE  
OF 530.90 FEET; THENCE TURN AN ANGLE OF 88 DEG. 37 MIN. 00 SEC. LEFT AND  
RUN A DISTANCE OF 245.91 FEET TO THE POINT OF BEGINNING, CONTAINING 3.00  
ACRES, MORE OR LESS.**

**SOURCE OF TITLE: DEED INSTRUMENT # 19990423000171981**

**KNOWN 134 WILL A ROSE LN**