

1/2

WHEN RECORDED MAIL TO:



CHANNELL, TERRI C

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

20040131026160
070499862995

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

77.00

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated January 19, 2004, is made and executed between TERRI COOK CHANNELL, A/K/A TERRI C CHANNELL, whose address is 2204 VANESSA DR, BIRMINGHAM, AL 35242; unmarried (referred to below as "Grantor") and AmSouth Bank, whose address is 200 Corporate Ridge North, Birmingham, AL 35242 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated September 30, 2002 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED 10-10-02 INST#20021010000497330 AND MODIFIED 01-19-04.

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 2204 VANESSA 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 \$50000 to \$95000.

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 endorers 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 19, 2004.

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 TERRI COOK CHANNELL (Seal)
TERRI COOK CHANNELL, Individually

LENDER:

X JAMES VICK (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

Name: JACQUES CURRY
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 **TERRI COOK CHANNELL, unmarried**, 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 19 day of Jan., 2004.

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: **Apr 4, 2007**
BONDED THRU NOTARY PUBLIC UNDERWRITERS
My commission expires _____

Eun McShady
Notary Public

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 ~~Terri Cook Channel~~ 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 19 day of Jan, 2004.

My commission expires 04-04-07

Teresa Vick
Eun McShady
Notary Public

SCHEDULE "A"

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

LOT 34, ACCORDING TO THE SURVEY OF ALTADENA WOODS 2ND & 5TH SECTORS, AS RECORDED IN MAP BOOK 10, PAGE 54 A & B, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

SOURCE OF TITLE: DEED BOOK 1995 PAGE 26032

KNOWN 2204 VANESSA DRIVE

PARCEL: 102040002034000