

5/18

WHEN RECORDED MAIL TO:



FARLESS, RICHARD A

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

20041310953330

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

071100043033

39.50

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated May 13, 2004, is made and executed between **RICHARD A FARLESS**, whose address is **150 BIG OAK DR, MAYLENE, AL 35114** and **CAROL FARLESS**, whose address is **150 BIG OAK DR, MAYLENE, AL 35114**; husband and wife (referred to below as "Grantor") and **AmSouth Bank**, whose address is **1235 First Street North, Alabaster, AL 35007** (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated October 29, 2003 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED 11/19/2003 IN SHELBY COUNTY INSR#20031119000762890 PG 1/8 FOR 15K; AND MODIFIED 5/13/2004 FOR 30K.

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 **150 BIG OAK DR, MAYLENE, AL 35114.**

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 \$ 15,000 to \$ 30,000.

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 MAY 13, 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 Richard A. Farless (Seal)
RICHARD A FARLESS

X Carol Farless (Seal)
CAROL FARLESS

LENDER:

X Kim Lampe
Authorized Signer

Amy Robert (Seal)

This Modification of Mortgage prepared by:

**Name: LAQUETTA SMOOT
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 **RICHARD A FARLESS and CAROL FARLESS, 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 13 day of May, 2004
Blair Jaye Long
Notary Public

My commission expires 5-7-06

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 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 13 day of May, 2004
Andrew L. Brown
Notary Public

My commission expires 6-25-06

SCHEDULE "A"

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

A PARCEL OF LAND SITUATED IN THE SOUTHWEST ¼ OF THE SOUTHWEST ¼ OF SECTION 15, TOWNSHIP 21 SOUTH, RANGE 3 WEST, DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHWEST ¼ OF THE SOUTHWEST ¼ OF SECTION 15 AND GO SOUTH 89 DEGREES 51 MINUTES 10 SECONDS WEST ALONG THE NORTH BOUNDARY OF SAID ¼ ¼ SECTION FOR 690.70 FEET TO THE EAST BOUNDARY OF BIG OAK DRIVE; THENCE SOUTH 06 DEGREES 32 MINUTES 15 SECONDS EAST ALONG SAID EAST BOUNDARY FOR 312.55 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG PREVIOUS COURSE FOR 93.88 FEET TO THE BEGINNING OF A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 36 DEGREES 27 MINUTES 45 SECONDS AND A RADIUS OF 328.10 FEET; THENCE ALONG SAID CURVE 208.80 FEET TO THE POINT OF TANGENT; THENCE SOUTH 43 DEGREES 00 MINUTES 00 SECONDS EAST ALONG SAID EAST BOUNDARY FOR 140.37 FEET; THENCE NORTH 87 DEGREES 29 MINUTES 40 SECONDS EAST FOR 224.14 FEET; THENCE NORTH 01 DEGREES 26 MINUTES 47 SECONDS WEST FOR 373.69 FEET; THENCE SOUTH 89 DEGREES 51 MINUTES 10 SECONDS WEST FOR 406.94 FEET TO THE POINT OF BEGINNING; BEING SITUATED IN SHELBY COUNTY, ALABAMA.

KNOWN: 150 BIG OAK DRIVE