



WHEN RECORDED MAIL TO:



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

PARKER, KIRBY AKA PA

20042651453500

S299071100080159

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

62.00

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated October 5, 2004, is made and executed between **KIRBY PARKER A/K/A RAYMOND KIRBY PARKER**, whose address is **11174 HWY 41 S, LEEDS, AL 35094**; unmarried (referred to below as "Grantor") and **AmSouth Bank**, whose address is **520 Montgomery Highway, Vestavia Hills, AL 35216** (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated February 20, 2004 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED IN SHELBY COUNTY AL ON 03-16-2004 IN INSTR# 20040316000134020 AND MODIFIED ON 10-05-2004.

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 11174 HWY 41 S, LEEDS, AL 35094.

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 \$ 120,000.00 to \$ 150,000.00.

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 5, 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  (Seal)
KIRBY PARKER

LENDER:

X  (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

Name:
Address:
City, State, ZIP:

MODIFICATION OF MORTGAGE
(Continued)

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Alabama)
) SS
COUNTY OF Jefferson)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **KIRBY PARKER, 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 5th day of October, 2004.
Barbara B Cantee
Notary Public

My commission expires NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Apr 10, 2005
BONDED THRU NOTARY PUBLIC UNDERWRITERS

LENDER ACKNOWLEDGMENT

STATE OF Alabama)
) SS
COUNTY OF Jefferson)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that AmSouth
Barbara Cantee 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 5th day of October, 2004.
Barbara Cantee
Notary Public

My commission expires NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Aug 9, 2005
BONDED THRU NOTARY PUBLIC UNDERWRITERS

SCHEDULE "A"

THE FOLLOWING DESCRIBED REAL ESTATE, TO-WIT:

FROM THE SOUTHEAST CORNER OF SECTION 4, TOWNSHIP 18 SOUTH, RANGE 1 EAST, GO WEST ALONG THE SECTION LINE 3,960.25 FEET; THENCE RIGHT 99 DEGREES 33'21", 864.77 FEET TO THE SOUTH RIGHT OF WAY OF HIGHWAY #41 FOR A POINT OF BEGINNING; THENCE RIGHT 59 DEGREES 27'51" 80 FEET; THENCE RIGHT 90 DEGREES 188.6 FEET; THENCE RIGHT 96 DEGREES 11'07" 80.47 FEET; THENCE RIGHT 83 DEGREES 48'53" 179.93 FEET TO THE POINT OF BEGINNING. CONTAINING 0.34 ACRES AND LYING IN THE SOUTHEAST ¼ OF THE SOUTHWEST ¼ OF SECTION 4, TOWNSHIP 18 SOUTH, RANGE 1 EAST, SHELBY COUNTY, ALABAMA.

KNOWN: 11174 HIGHWAY 41 S

PARCEL: 042040000035005