

20041115000626080 Pg 1/3 114.50
Shelby Cnty Judge of Probate, AL
11/15/2004 13:02:00 FILED/CERTIFIED

WHEN RECORDED MAIL TO:



CAIN, JOYCE W A/K/A

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

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

114.50

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated November 1, 2004, is made and executed between JOYCE W. CAIN, A/K/A JOYCE W. SMITH CAIN, whose address is 1454 FALLING ROCK CIR, ALABASTER, AL 35007; unmarried (referred to below as "Grantor") and AmSouth Bank, whose address is 2228 Pelham Parkway, Pelham, AL 35124 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated April 9, 2004 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

DATED 4/9/2004, RECORDED 5/5/2004 IN SHELBY COUNTY, AL, INSTRU #20040505000236460 AND MODIFIED 11/01/2004.

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 1454 FALLING ROCK CIR, ALABASTER, AL 35007.

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 \$35000 to \$100000.

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 NOVEMBER 1, 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 Joyce W. Cain (Seal)
JOYCE W. CAIN

LENDER:

AMSOUTH BANK

x [Signature] (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

Name: TASHA WOOTEN
Address: P.O. BOX 830721
City, State, ZIP: BIRMINGHAM, AL 35283

MODIFICATION OF MORTGAGE
(Continued)

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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 **JOYCE W. CAIN, 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 1 day of November, 2004.

PAUL YOTHER
NOTARY PUBLIC

Paul Yother
Notary Public

My commission expires ALABAMA STATE AT LARGE
MY COMMISSION EXPIRES
MARCH 24, 2008

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 Amy Roberts,
Am South Bank 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 1 day of November, 2004.

Linda J. Brown
Notary Public

MY COMMISSION EXPIRES
My commission expires December 11, 2006

SCHEDULE "A"

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

**LOT 21 ACCORDING TO THE SURVEY OF NAVAJO HILLS 7TH SECTOR AS
RECORDED IN MAP BOOK 7, PAGE 95, SHELBY COUNTY, ALABAMA RECORDS.**

KNOWN: 1454 FALLING ROCK CIRCLE

PARCEL: 138274001046032