

9/24

WHEN RECORDED MAIL TO:



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

OSER, THOMAS J

20032471407060  
070499301689

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

#242

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated September 23, 2003, is made and executed between THOMAS J OSER, whose address is 2008 LAKESIDE LN, HOOVER, AL 35244 and JOANNE M OSER, whose address is 2008 LAKESIDE LN, HOOVER, AL 35244; husband and wife (referred to below as "Grantor") and AmSouth Bank, whose address is 1592 Montgomery Highway, Birmingham, AL 35216 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated June 29, 1998 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED ON JULY 14, 1998 IN SHELBY COUNTY, ALABAMA IN INSTR # 1998-26671. MODIFIED ON SEPTEMBER 23, 2003.

MATURITY DATE IS JUN 29, 2018.

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 2008 LAKESIDE LN, HOOVER, AL 35244.

MODIFICATION. Lender and Grantor hereby modify the Mortgage as follows:

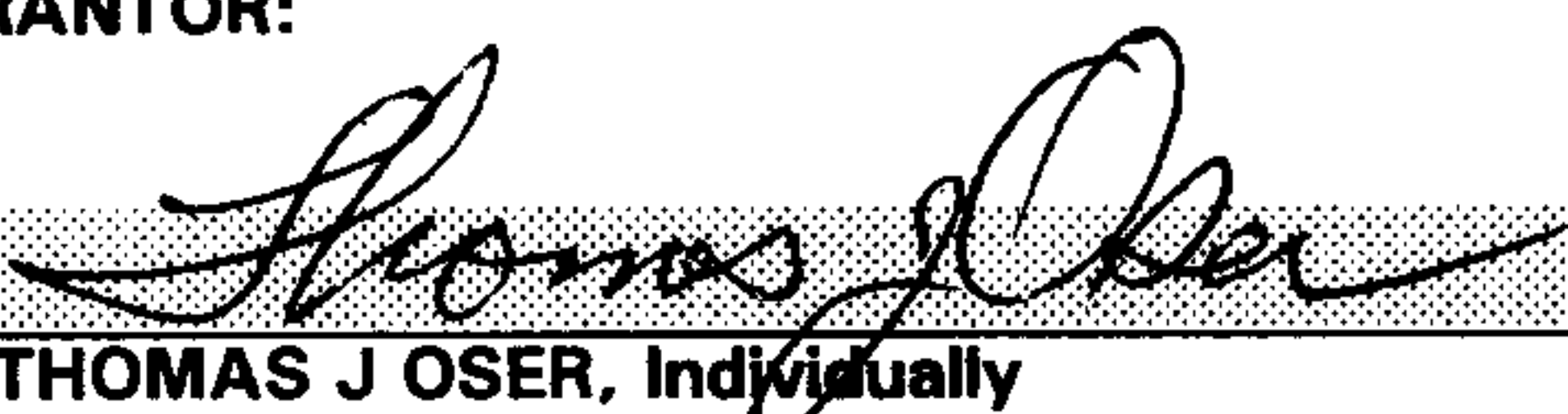
The Credit Limit or maximum principal indebtedness secured by the Mortgage (excluding finance charges, any temporary overages, other charges and any amounts expended or advanced as provided in the Mortgage) is hereby increased from \$ 100,000.00 to \$ 250,000.00.

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 SEPTEMBER 23, 2003.

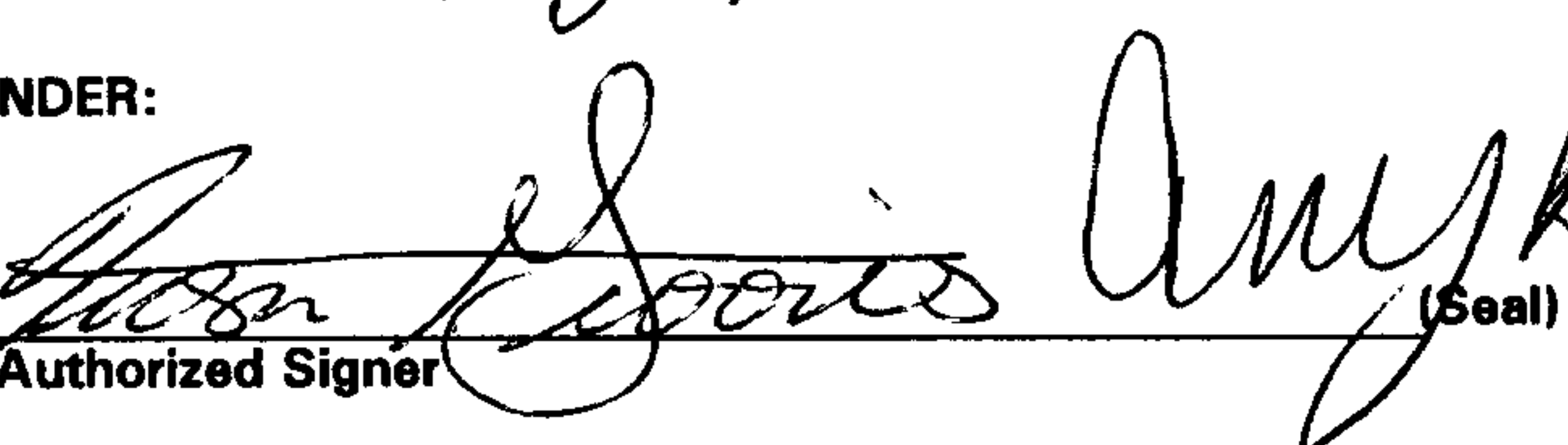
THIS MODIFICATION IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS MODIFICATION IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.

GRANTOR:

X  (Seal)  
THOMAS J OSER, Individually

X  (Seal)  
JOANNE M OSER, Individually

LENDER:

X  (Seal)  
Authorized Signer

This Modification of Mortgage prepared by:

Name: CARLA HOLMES  
Address: P.O. BOX 830721  
City, State, ZIP: BIRMINGHAM, AL 35283

MODIFICATION OF MORTGAGE  
(Continued)

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INDIVIDUAL ACKNOWLEDGMENT

STATE OF Alabama )  
COUNTY OF Jefferson ) SS  
)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **THOMAS J OSER and JOANNE M OSER, 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 23 day of September, 2003.

NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: Sept 7, 2005  
~~BONDED THRU NOTARY PUBLIC UNDERWRITERS~~

My commission expires

[Signature]  
Notary Public

LENDER ACKNOWLEDGMENT

STATE OF Alabama )  
COUNTY OF at large ) SS  
)

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 and who is known to me, acknowledged before me on this day that, being informed of the contents of said , 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 23rd day of September, 2003.

MY COMMISSION EXPIRES  
December 11, 2006

My commission expires

[Signature]  
Notary Public

## **SCHEDULE "A"**

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

**LOT 4 AND A PART OF LOT 3, AS SHOWN ON THE SURVEY OF PARK LANE ADDITION TO RIVERCHASE AS RECORDED IN MAP BOOK 11, PAGE 17 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA, SAID PART OF LOT 3 BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE MOST SOUTHERLY CORNER OF SAID LOT 3, RUN IN A NORTHWESTERLY DIRECTION ALONG THE SOUTHWEST LINE OF SAID LOT 3 FOR A DISTANCE OF 120.32 FEET; THENCE TURN AN ANGLE TO THE RIGHT OF 27 DEG. 52 MIN. 21 SEC. AND RUN IN A NORTHERLY DIRECTION ALONG THE WEST LINE OF SAID LOT 3 FOR A DISTANCE OF 5.0 FEET; THENCE TURN AN ANGLE TO THE RIGHT OF 144 DEG. 26 MIN. 26 SEC. AND RUN IN A SOUTHEASTERLY DIRECTION FOR A DISTANCE OF 117.08 FEET TO A POINT THAT IS 20.0 FEET NORTHEAST OF THE POINT OF BEGINNING; THENCE TURN AN ANGLE TO THE RIGHT OF 71 DEG. 51 MIN. 13 SEC. AND RUN IN A SOUTHWESTERLY DIRECTION ALONG THE SOUTHEAST LINE OF SAID LOT 3 FOR A DISTANCE OF 20.0 FEET, MORE OR LESS, TO THE POINT OF BEGINNING. SITUATED IN SHELBY COUNTY, ALABAMA.**

**SOURCE OF TITLE: DOCUMENT # 19920821000009430**

**KNOWN 2008 LAKESIDE LANE**