

25-740

20031020000698390 Pg 1/3 54.50
Shelby Cnty Judge of Probate, AL
10/20/2003 09:49:00 FILED/CERTIFIED

9/25

WHEN RECORDED MAIL TO:



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

HOOD, RAY V

20032601451370
070499385468

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

\$39.50

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated September 24, 2003, is made and executed between RAY V HOOD , whose address is 3116 BROOKHILL DR , BIRMINGHAM, AL 35242 and CAROL A HOOD, whose address is 3116 BROOKHILL DR , BIRMINGHAM, AL 35242; husband and wife (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 January 9, 1999 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED ON SEPTEMBER 1, 1999 IN THE JUDGE OF PROBATE OFFICE IN SHELBY COUNTY IN BOOK 1999 AND PAGE 36762 AND MODIFIED ON SEPTEMBER 24, 2003 .

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 3116 BROOKHILL 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 \$25,000 to \$40,000.

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 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 SEPTEMBER 24, 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 Ray V Hood (Seal)
RAY V HOOD, Individually

X Carollann Hood (Seal)
CAROL A HOOD, Individually
Carol A. Hood

LENDER:

X Al Stuy (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

**Name: TAMIKO CONNER
Address: P.O. BOX 830721
City, State, ZIP: BIRMINGHAM, AL 35283**

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 RAY V HOOD and CAROL A HOOD, 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 24 day of Sept, 2003.

Eun M. Mady
Notary Public

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Apr 4, 2007
BONDED THRU NOTARY PUBLIC UNDERWRITERS

My commission expires _____

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 Ray V Hood 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 24 day of Sept, 2003.

Eun M. Mady
Notary Public

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Apr 4, 2007
BONDED THRU NOTARY PUBLIC UNDERWRITERS

My commission expires _____

SCHEDULE "A"

**THE FOLLOWING DESCRIBED PROPERTY LOCATED IN SHELBY COUNTY,
ALABAMA:**

**LOT 44, ACCORDING TO THE SURVEY OF MEADOW BROOK, 17TH SECTOR, AS
RECORDED IN MAP BOOK 9, PAGE 158 A & B, IN THE PROBATE OFFICE OF SHELBY
COUNTY, ALABAMA.**

SOURCE OF TITLE: INSTRUMENT # 1997-24054

KNOWN 3116 BROOKHILL DRIVE

PARCEL: 10-1-01-0-001-001.092