



20031031000728190 Pg 1/2 74.00
Shelby Cnty Judge of Probate, AL
10/31/2003 14:38:00 FILED/CERTIFIED

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WHEN RECORDED MAIL TO:



CARLISLE, JAMES W

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

200 32741625370
070499640474

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

74.00

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated October 16, 2003, is made and executed between **JAMES W CARLISLE**, whose address is 357 SUMMERCHASE DRIVE, CALERA, AL 35040 and **IMOGENE CARLISLE**, whose address is 357 SUMMERCHASE DRIVE, CALERA, AL 35040; 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 September 7, 2001 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED ON 09/25/2001 IN THE OFFICE OF THE JUDGE OF PROBATE, SHELBY COUNTY, ALABAMA INST #2001-41337 AND MODIFIED ON 10/16/2003.

REAL PROPERTY DESCRIPTION. The Mortgage covers the following described real property located in SHELBY County, State of Alabama:

LOT 60, ACCORDING TO THE SURVEY OF SUMMERCHASE PHASE 4, AS RECORDED IN MAP BOOK 26, PAGE 111, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA. *Source of title INST #20010897000365431*

The Real Property or its address is commonly known as 357 SUMMERCHASE DRIVE, CALERA, AL 35040.

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 \$20,000 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 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 16, 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 *James W Carlisle* (Seal)
JAMES W CARLISLE, Individually

X *Imogene Carlisle* (Seal)
IMOGENE CARLISLE, Individually

LENDER:

X *Matthew Water* (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

Name: ADRIENNE LONDON
Address: P.O. BOX 830721
City, State, ZIP: BIRMINGHAM, AL 35283

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Alabama)
) SS
COUNTY OF Shelby)

GLORIA FAYE GOUGE
Notary Public
STATE OF ALABAMA

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **JAMES W CARLISLE and IMOGENE CARLISLE, 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 16 day of Oct, 2003.
Gloria Faye Gouge
Notary Public

NOTARY PUBLIC STATE OF ALABAMA
My commission expires ~~May 7, 2006~~
MY COMMISSION EXPIRES: May 7, 2006

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 Donna Hayes 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 16th day of October, 2003.
Lynda J. Brown
Notary Public

MY COMMISSION EXPIRES
December 11, 2006

My commission expires _____

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