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WHEN RECORDED MAIL TO:



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

MANLEY, PATRICIA A

200 32661442050  
070499393975

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

27.50

**MODIFICATION OF MORTGAGE**

**THIS MODIFICATION OF MORTGAGE dated October 7, 2003, is made and executed between PATRICIA A. MANLEY, whose address is 161 ROCKY RIDGE DR, HELENA, AL 35080; unmarried (referred to below as "Grantor") and AmSouth Bank, whose address is 4915 Highway 17, Helena, AL 35080 (referred to below as "Lender").**

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated September 29, 1999 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

**RECORDED OCTOBER 20, 1999 INST # 1999-43392 SHELBY COUNTY, AL. AND MODIFIED OCTOBER 7, 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 161 ROCKY RIDGE DR, HELENA, AL 35080.

**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 \$15,000 to \$22,000.**

**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 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 OCTOBER 7, 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 Patricia A. Manley (Seal)  
PATRICIA A. MANLEY, Individually

LENDER:

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)

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 **PATRICIA A. MANLEY, 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 7th day of October, 20 03.

Jennifer E. Hunt  
Notary Public

NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: May 28, 2007  
BONDED THRU NOTARY PUBLIC UNDERWRITERS

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 Beau Wilson 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 7th day of October, 20 03.

Jennifer E. Hunt  
Notary Public

NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: May 28, 2007  
BONDED THRU NOTARY PUBLIC UNDERWRITERS

## **SCHEDULE "A"**

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

**LOT 64, ACCORDING TO THE SURVEY OF ROCKY RIDGE TOWNHOMES, PHASE ONE, AS RECORDED IN MAP BOOK 22 PAGE 132 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA, BEING SITUATED IN SHELBY COUNTY, ALABAMA.**

**SOURCE OF TITLE:       INSTRUMENT NUMBER 19990917000390091**

**KNOWN       161 ROCKY RIDGE DRIVE, HELENA, AL**