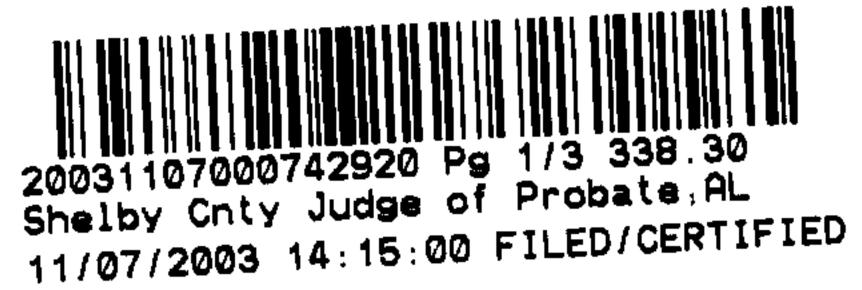
(214200) 50->214200



WHEN RECORDED MAIL TO:

SPARKS, CHARLES E

Kecord and Keturn 10: Integrated Loan Services 600-A N John Rodes Blvd. Melbourne, FL 32934

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated October 16, 2003, is made and executed between CHARLES E SPARKS, whose address is 429 WEATHERLY CLUB DR, PELHAM, AL 35124; unmarried (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 August 21, 2002 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED ON 9/06/2002 IN THE JUDGE OF PROBATE OFFICE OF SHELBY COUNTY IN INSTRUCTMENT # 20020906000426920 PAGE 1 AND MODIFIED ON 10/17/03. .

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 429 WEATHERLY CLUB DR, PELHAM, AL 35124.

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 \$50,000 to \$214,200.

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 AS INTENDED THAT THIS MODIFICATION IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW

GRANTOR:

ARLES E SPARKS, Individually

LENDER:

Authorized Signer

(Seal)

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
country of <u>Seffeson</u>
I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that CHARLES E SPARKS, 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 yoluntarily on the day the same bears date.
Given under my hand and official seal this day of <u>October</u>
NOTARY PUBLIC STATE OF ALABAMA AT LARGE MY COMMISSION EXPIRES: Sept 7, 2005 BONDED THRU NOTARY PUBLIC UNDERWRITERS Notary Public Notary Public
LENDER ACKNOWLEDGMENT
STATE OF AND)
) SS
COUNTY OF SERVESSON
I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Ooooo oo
Given under my hand and official seal this \\ \\ \\ \\ \\ \\ \\ \\ \\ \\ \\ \\ \\
MY COMMISSION EXPIRES December 11, 2006 Metary Public
My commission expires

LASER PRO Lending, Ver. 5.21.00.003 Copr. Harland Financial Solutions, Inc. 1997, 2003. All Rights Reserved. - AL S:\CFI\LPL\G201.FC TR-130401 PR-19

LEGAL DESCRIPTION

NAME: SPARKS

D2951384

A CERTAIN TRACT OR PARCEL OF LAND IN SHELBY COUNTY, ALABAMA:

LOT 2708, ACCORDING TO THE SURVEY OF WEATHERLY HIGHLANDS CLUB DRIVE SECTOR 27, AS RECORDED IN MAP BOOK 27, PAGE 98, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

BEING THE SAME PROPERTY CONVEYED TO CHARLES E. SPARKS BY WARRANTY DEED OF RECORD AS INSTRUMENT 20020726000346320, AT THE REGISTER'S OFFICE IN SHELBY COUNTY, ALABAMA.

PROPERTY KNOWN AS: 429 WEATHERLY CLUB DRIVE, PELHAM, AL