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20031107000742920 Pg 1/3 338.30
Shelby Cnty Judge of Probate, AL
11/07/2003 14:15:00 FILED/CERTIFIED

WHEN RECORDED MAIL TO:



SPARKS, CHARLES E

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

20032801519540
070499844803

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

\$338.30

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 INSTRUMENT # 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 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 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 CHARLES E SPARKS, Individually

(Seal)

LENDER:

X Authorized Signer

(Seal)

This Modification of Mortgage prepared by:

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

MODIFICATION OF MORTGAGE
(Continued)

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Alabama)
) SS
COUNTY OF Jefferson)

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 voluntarily on the day the same bears date.

Given under my hand and official seal this 16 day of October, 2003.

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

[Signature]
Notary Public

LENDER ACKNOWLEDGMENT

STATE OF Alabama)
) SS
COUNTY OF JEFFERSON)

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 16 day of Oct., 2003.

My commission expires MY COMMISSION EXPIRES
December 11, 2006

[Signature]
Notary Public

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