

20-765/65

20031117000757230 Pg 1/3 84.50
Shelby Cnty Judge of Probate, AL
11/17/2003 14:22:00 FILED/CERTIFIED

WHEN RECORDED MAIL TO:



DAVIS, JEFFREY C

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

20032821226180
070499132050

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

\$84.50

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated October 18, 2003, is made and executed between **JEFFREY C DAVIS**, whose address is 1623 KEENELAND DR, HELENA, AL 35080 and **NANCY L DAVIS**, whose address is 1623 KEENELAND DR, HELENA, AL 35080; husband and wife (referred to below as "Grantor") and AmSouth Bank, whose address is 2228 Pelham Parkway, Pelham, AL 35124 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated April 5, 1996 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

- RECORDED APRIL 22 1996, SHELBY COUNTY, INST #1996-13033
- AMENDMENT RECORDED NOVEMBER 27 1996, SHELBY COUNTY, INST #1996-39287
- MATURITY DATE APRIL 5 2016.

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 1623 KEENELAND DR, HELENA, AL 35080.

MODIFICATION. Lender and Grantor hereby modify the Mortgage as follows:

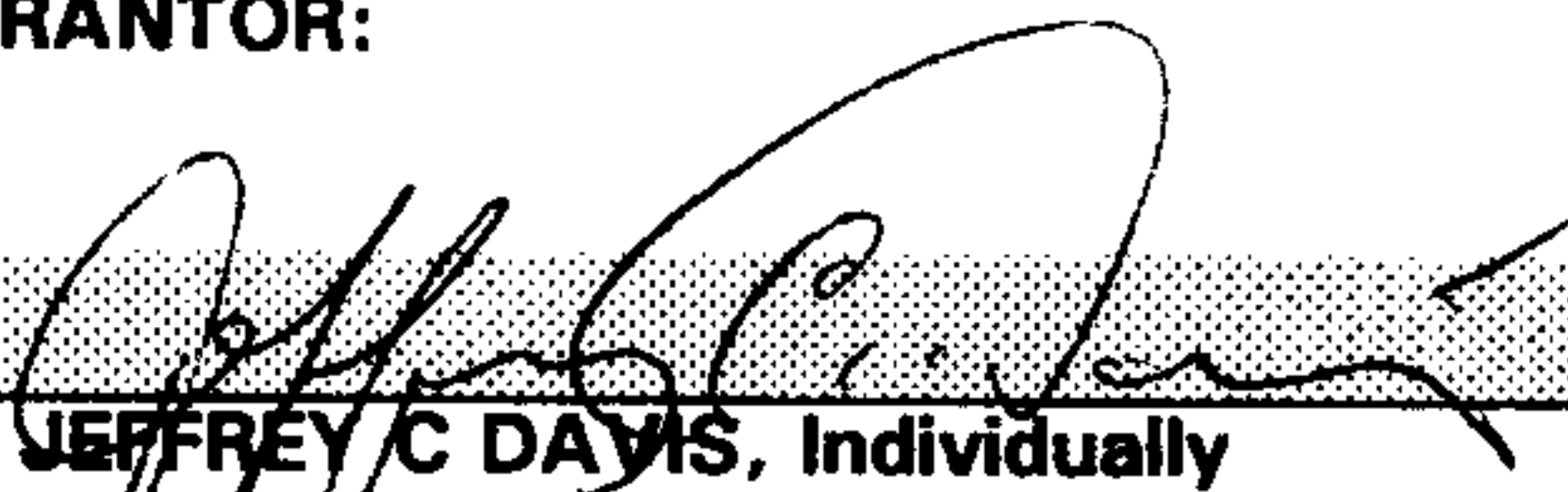
The Credit Limit or maximum principal indebtedness secured by the Mortgage (excluding finance charges, any temporary overages, other charges and any amounts expended or advanced as provided in the Mortgage) is hereby increased from \$20000 to \$65000.

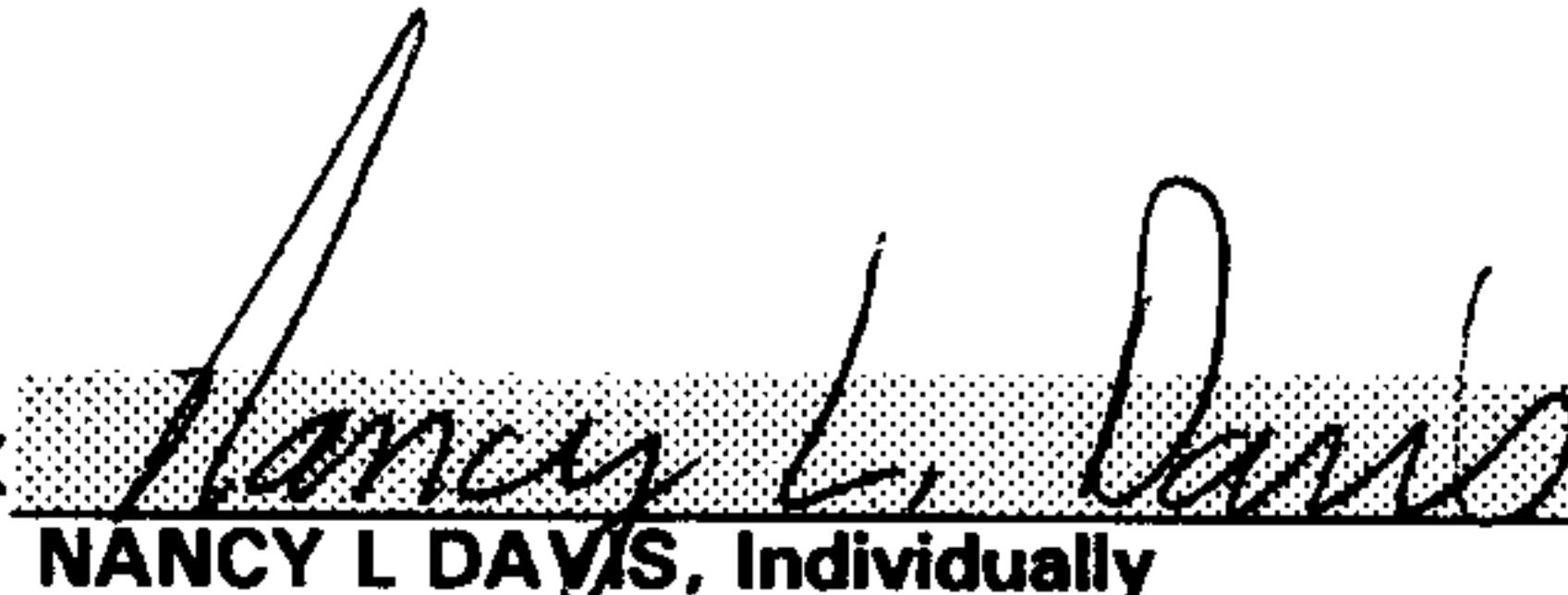
CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right 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 18, 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  (Seal)
JEFFREY C DAVIS, Individually

X  (Seal)
NANCY L DAVIS, Individually

LENDER:

X  (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

Name: SUZANNE COKER
Address: P.O. BOX 830721
City, State, ZIP: BIRMINGHAM, AL 35283

MODIFICATION OF MORTGAGE
(Continued)

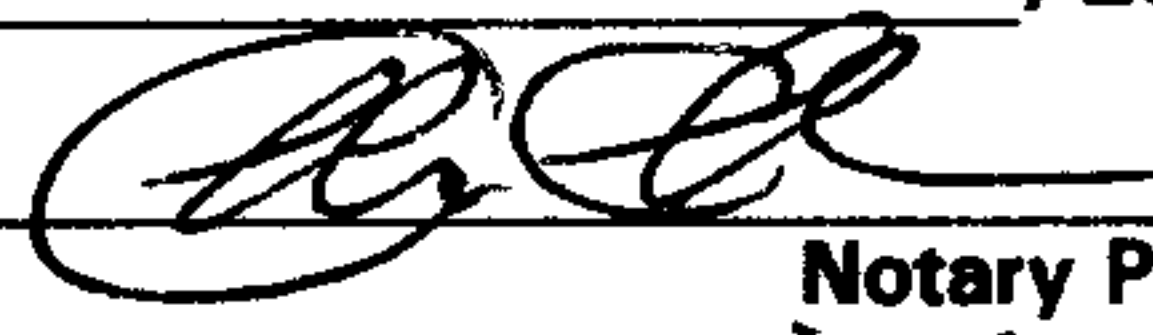
INDIVIDUAL ACKNOWLEDGMENT

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 JEFFREY C DAVIS and NANCY L DAVIS, 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 18 day of oct, 2003.

My commission expires 1-30-07


Notary Public
CHARLIE CHURCH

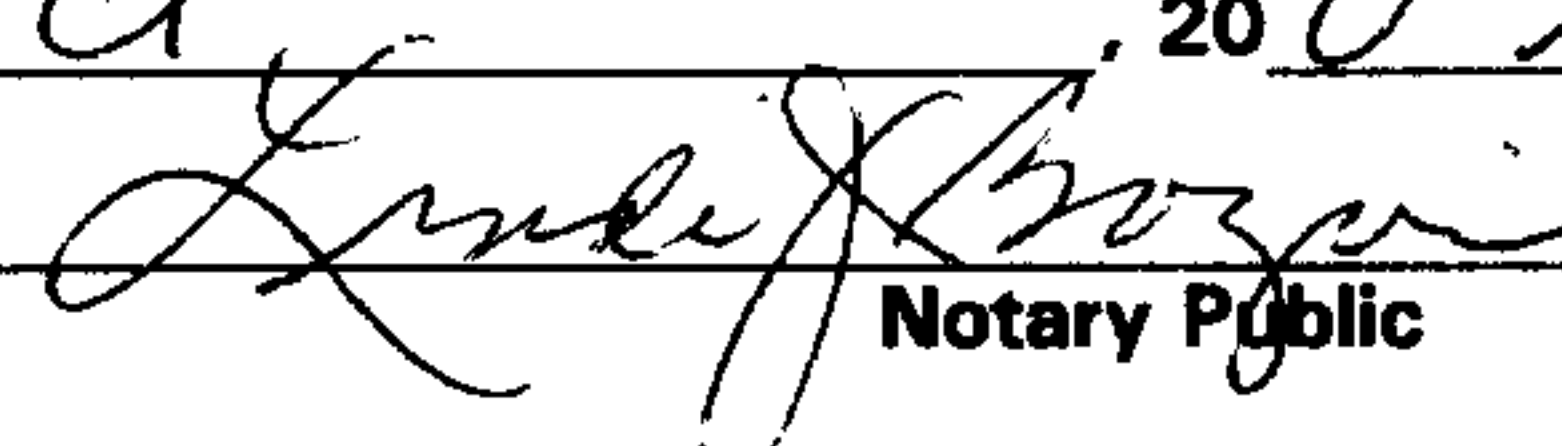
LENDER ACKNOWLEDGMENT

STATE OF Al)
) 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 18 day of oct, 2003.

MY COMMISSION EXPIRES
My commission expires December 11, 2006


Notary Public

SCHEDULE "A"

**THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN SHELBY COUNTY,
ALABAMA, TO-WIT:**

**LOT 36, ACCORDING TO THE SURVEY OF DEARING DOWNS, TENTH ADDITION, AS
RECORDED IN MAP BOOK 14, PAGE 86, IN THE PROBATE OFFICE OF SHELBY
COUNTY, ALABAMA, BEING SITUATED IN SHELBY COUNTY, ALABAMA. MINERAL
AND MINING RIGHTS EXCEPTED.**

SOURCE OF TITLE: BOOK 367 PAGE 196

KNOWN 1623 KEENELAND DRIVE