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20031203000784880 Pg 1/3 55.50
Shelby Cnty Judge of Probate, AL
12/03/2003 14:33:00 FILED/CERTIFIED

WHEN RECORDED MAIL TO:



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

20032530830330
070499083865

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

GKJ 55.50

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated September 23, 2003, is made and executed between HURSIT MERT ERTUNGA, whose address is 1613 BENT RIVER CIR, BIRMINGHAM, AL 35216 and SUSAN C ERTUNGA, whose address is 1613 BENT RIVER CIR, BIRMINGHAM, AL 35216; husband and wife (referred to below as "Grantor") and AmSouth Bank, whose address is 102 Inverness Plaza, Birmingham, AL 35243 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated March 20, 1995 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED ON APRIL 10, 1995 IN SHELBY COUNTY, ALABAMA IN INSTR # 1995-09169. MODIFIED ON SEPTEMBER 23, 2003.

MATURITY DATE IS MARCH 20, 2015.

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 1613 BENT RIVER CIR, BIRMINGHAM, AL 35216.

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 \$ 60,000.00 to \$ 85,000.00.

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 SEPTEMBER 23, 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 Hursit Mert Ertunga (Seal)
HURSIT MERT ERTUNGA, Individually

X Susan C Ertunga (Seal)
SUSAN C ERTUNGA, Individually

LENDER:

X [Signature] (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

Name: CARLA HOLMES
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 **HURSIT MERT ERTUNGA and SUSAN C ERTUNGA, 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 23rd day of September, 20 03.

[Signature]
Notary Public

My commission expires 2-26-2004

LENDER ACKNOWLEDGMENT

STATE OF Alabama)
) SS
COUNTY OF Calhoun)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Amy Roberts 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 23rd day of September, 20 03.

MY COMMISSION EXPIRES
December 11, 2006

[Signature]
Notary Public

My commission expires _____

SCHEDULE "A"

**LOT 26, ACCORDING TO THE SURVEY OF BENT RIVER ESTATES, PHASE I, AS
RECORDED IN MAP BOOK 17 PAGE 135 IN THE PROBATE OFFICE OF SHELBY
COUNTY, ALABAMA; BEING SITUATED IN SHELBY COUNTY, ALABAMA.**

SOURCE OF TITLE: INSTRUMENT #19950307000058551

KNOWN: 1613 BENT RIVER CIRCLE