

38400 → 1551m  
19  
13

20031209000796150 Pg 1/3 224.90  
Shelby Cnty Judge of Probate, AL  
12/09/2003 08:37:00 FILED/CERTIFIED

10/27

WHEN RECORDED MAIL TO:



NICHOLSON, MARY M

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

20032871613580  
070499786228

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

\$275

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated October 23, 2003, is made and executed between MARY M NICHOLSON, A/K/A MARY MARGARET MCNEESE A/K/A MARY MARGARET MCNEESE NICHOLSON, whose address is 5170 S SHADES CREST RD, BESSEMER, AL 35022 and KENNETH A NICHOLSON, A/K/A KENNETH ANDREW NICHOLSON, whose address is 5170 SOUTH SHADES CREST RD, BESSEMER, AL 35022; husband and wife (referred to below as "Grantor") and AmSouth Bank, whose address is 1290 Greenmor Drive SE, Bessemer, AL 35022 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated April 24, 2002 (the "Mortgage") which has been recorded in JEFFERSON County, State of Alabama, as follows:

RECORDED ON MAY 24, 2002 IN SHELBY COUNTY, ALABAMA IN INST # 20020524000247140 PG 1/6. MODIFIED ON OCTOBER 23, 2003.

MATURITY DATE IS APRIL 24, 2022.

REAL PROPERTY DESCRIPTION. The Mortgage covers the following described real property located in JEFFERSON 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 5170 S SHADES CREST RD, BESSEMER, AL 35022.

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 \$ 38,400.00 to \$ 177,000.00.

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 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 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 Mary M. Nicholson (Seal)  
MARY M NICHOLSON, Individually

x Kenneth A. Nicholson (Seal)  
KENNETH A NICHOLSON, Individually

LENDER:

x Laura Edwards (Seal)  
Authorized Signer

Amy Roberts

This Modification of Mortgage prepared by:

Name: CARLA HOLMES  
Address: P.O. BOX 830721  
City, State, ZIP: BIRMINGHAM, AL 35283

MODIFICATION OF MORTGAGE  
(Continued)

Page 2

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 **MARY M NICHOLSON and KENNETH A NICHOLSON, 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 23 day of Oct, 20 03.

Patricia R. Kelley  
Notary Public

My commission expires MY COMMISSION EXPIRES DECEMBER 4, 2005

LENDER ACKNOWLEDGMENT

STATE OF Alabama )  
 ) SS  
COUNTY OF at large )

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 Modification and who is known to me, acknowledged before me on this day that, being informed of the contents of said Modification of Mortgage, 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 23 day of October, 20 03.

Grady J. Brown  
Notary Public

MY COMMISSION EXPIRES  
December 11, 2006

My commission expires \_\_\_\_\_

## **SCHEDULE "A"**

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

**LOT 3A, ACCORDING TO A RESURVEY OF LOTS 3 & 4 OF CARTER'S ADDITION TO SOUTH SHADES CREST, RECORDED IN MAP BOOK 24, PAGE 104, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.**

**SOURCE OF TITLE: BOOK      1998                      PAGE              44922**

**KNOWN      5170 S. SHADES CREST ROAD**