



20031212000802110 Pg 1/3 92.00
Shelby Cnty Judge of Probate, AL
12/12/2003 08:14:00 FILED/CERTIFIED

11/24

WHEN RECORDED MAIL TO:



JUST, PETE G

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

20033160911140
070499695437

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

\$90

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated November 20, 2003, is made and executed between PETE G JUST, JR., whose address is 1119 HIGHLAND LAKES CIR, BIRMINGHAM, AL 35242 and BARBARA C. JUST, whose address is 1119 HIGHLAND LAKES CIR, BIRMINGHAM, AL 35242; 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 November 30, 2001 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED IN SHELBY COUNTY, 12/12/2001, INST #2001-54525; MODIFIED NOVEMBER 20, 2003.

REAL PROPERTY DESCRIPTION. The Mortgage covers the following described real property located in SHELBY County, State of Alabama:
LOT 149, ACCORDING TO THE MAP OF HIGHLAND LAKES, 1ST SECTOR, AN EDDLEMAN COMMUNITY, AS RECORDED IN MAP BOOK 18, PAGE 37 A, B, C, D, E, F AND G, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

The Real Property or its address is commonly known as 1119 HIGHLAND LAKES CIR, BIRMINGHAM, AL 35242.

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 \$50,000.00_ to \$100,000.00_.

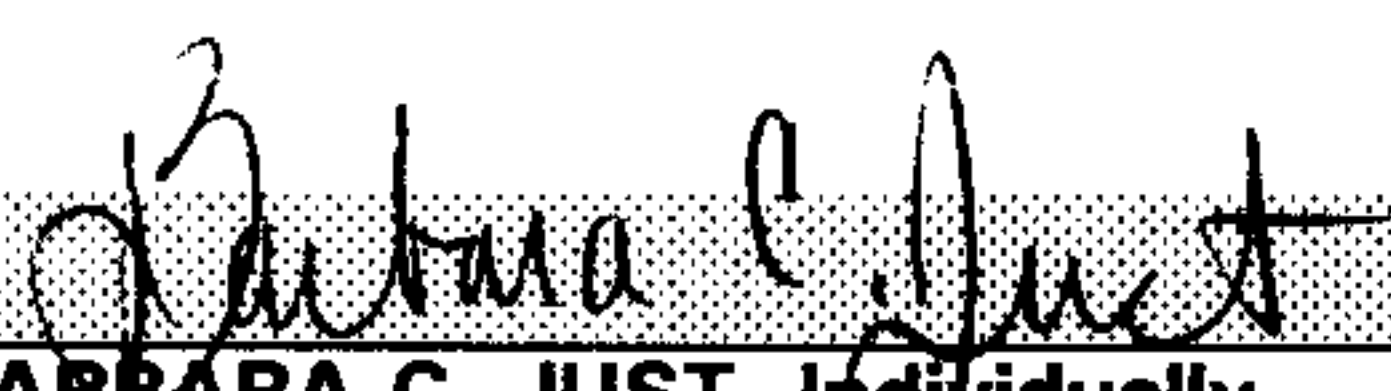
CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right 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 NOVEMBER 20, 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)
PETE G JUST, JR., Individually

X  (Seal)
BARBARA C. JUST, Individually

LENDER:

X  (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

Name: JATONIA DIAL
Address: P.O. BOX 830721
City, State, ZIP: BIRMINGHAM, AL 35283

MODIFICATION OF MORTGAGE
(Continued)

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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 PETE G JUST, JR. and BARBARA C. JUST, 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 20th day of November, 20 03.
[Signature]
Notary Public

My commission expires 2-26-2004

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 20th day of November, 20 03.
[Signature]
Notary Public

My commission expires June 26, 2006

SCHEDULE "A"

LOT 149, ACCORDING TO THE SURVEY OF HIGHLAND LAKES, 1ST SECTOR, AN EDDLEMAN COMMUNITY, AS RECORDED IN MAP BOOK 18 PAGE 37 A, B, C, D, E, F & G, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA; BEING SITUATED IN SHELBY COUNTY, ALABAMA.

TOGETHER WITH NONEXCLUSIVE EASEMENT TO USE THE PRIVATE ROADWAYS, COMMON AREAS, ALL AS MORE PARTICULARLY DESCRIBED IN THE DECLARATION OF EASEMENTS AND MASTER PROTECTIVE COVENANTS FOR HIGHLAND LAKES, A RESIDENTIAL SUBDIVISION, RECORDED AS INST. #1994-07111 AND AMENDED IN INST. NO. 1996-17543 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA, AND THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HIGHLAND LAKES, A RESIDENTIAL SUBDIVISION, 1ST SECTOR, RECORDED AS INST. #1994-07112 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA (WHICH, TOGETHER WITH ALL AMENDMENTS THERETO, IS HEREINAFTER COLLECTIVELY REFERRED TO AS, THE "DECLARATION").

SOURCE OF TITLE: DEED INSTRUMENT NUMBER: 1997-38512

KNOWN 1119 HIGHLAND LAKES CIRCLE, BIRMINGHAM, AL