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11/28

20031219000818380 Pg 1/3 129.50
Shelby Cnty Judge of Probate, AL
12/19/2003 14:15:00 FILED/CERTIFIED

WHEN RECORDED MAIL TO:



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

20033161107431
070499200329

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

\$130.50

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated November 24, 2003, is made and executed between **DAVID ENGEL**, whose address is **1081 SPRING GARDEN ST, INDIAN SPRINGS, AL 35124** and **JOANNE S ENGEL**, whose address is **1081 SPRING GARDEN ST, INDIAN SPRINGS, AL 35124**; 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 January 28, 1997 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED ON MARCH 3, 1997 IN SHELBY COUNTY, ALABAMA IN INST #1997-06521. MODIFIED ON NOVEMBER 24, 2003.
MATURITY DATE IS JANUARY 28, 2017.

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 1081 SPRING GARDEN ST, INDIAN SPRINGS, 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 \$ 25,000.00 to \$ 100,000.00.

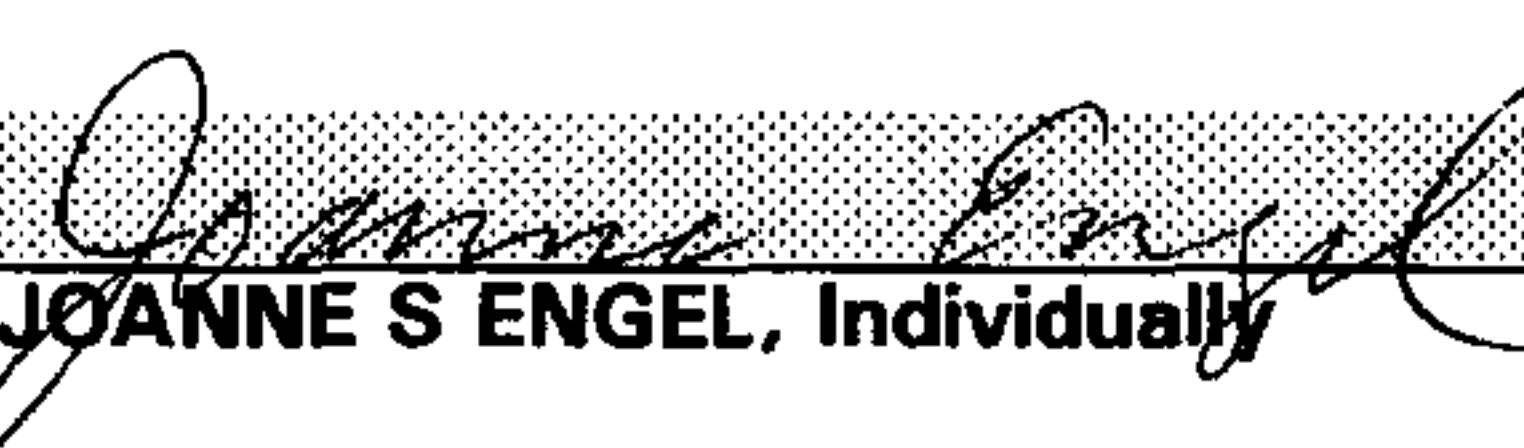
CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and be legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right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

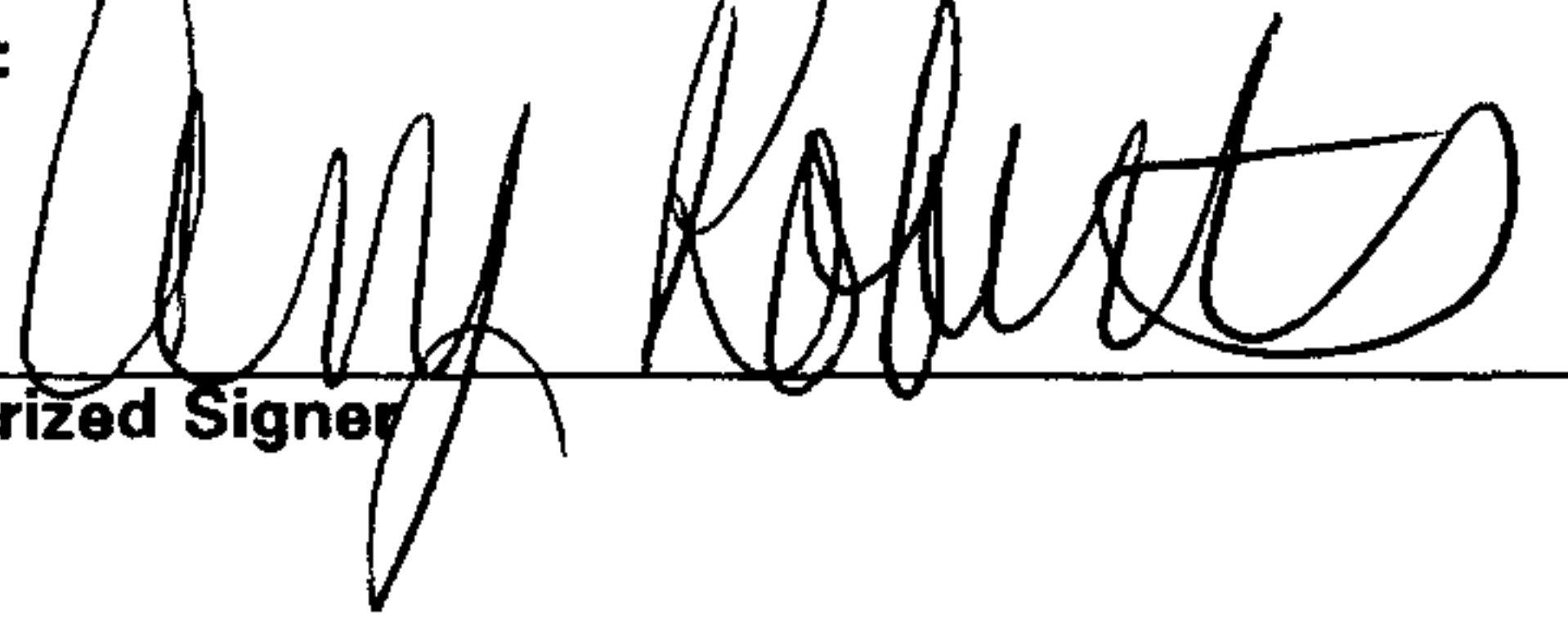
GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED NOVEMBER 24, 2003.

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)
DAVID ENGEL, Individually

X  (Seal)
JOANNE S ENGEL, Individually

LENDER:
X  (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 **DAVID ENGEL and JOANNE S ENGEL, 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 24 day of Nov, 2003.

[Signature]
Notary Public

My commission expires 1-30-07

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 24th day of November, 2003.

[Signature]
Notary Public

MY COMMISSION EXPIRES

My commission expires December 11, 2006

SCHEDULE "A"

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

LOT NO. 5, ACCORDING TO THE MAP OF SPRING GARDEN ESTATES AS RECORDED IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA IN MAP BOOK 4 AT PAGE 56.

SUBJECT TO RESTRICTIONS, RESERVATIONS, EASEMENT, COVENANTS, OIL, GAS OR MINERAL RIGHTS OF RECORD, IF ANY.

BEING THE SAME PROPERTY CONVEYED TO JOANNE S. ENGEL BY DEED FROM DAVID ENGEL AND WIFE, JOANNE S. ENGEL DATED 5/5/1999 AND RECORDED 5/19/1999 IN THE SHELBY CLERK'S OFFICE IN 1999-21139.

KNOWN 1081 SPRING GARDEN ST

PARCEL: 10-9-32-0-001-007