

35-745 (10)  
01-16

20040102000003680 Pg 1/3 32.00  
Shelby Cnty Judge of Probate, AL  
01/02/2004 14:26:00 FILED/CERTIFIED

WHEN RECORDED MAIL TO:



RIPPERDAN, CECIL A

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

20033420830150  
070499761338

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated December 16, 2003, is made and executed between CECIL A. RIPPERDAN, whose address is 732 HEATHERWOOD DRIVE, BIRMINGHAM, AL 35244 and PATRICIA L. RIPPERDAN, whose address is 732 HEATHERWOOD DRIVE, BIRMINGHAM, AL 35244; husband and wife (referred to below as "Grantor") and AmSouth Bank, whose address is 2653 Valleydale Road, Birmingham, AL 35244 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated March 13, 2002 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED ON 03/25/2002 IN SHELBY COUNTY, AL INSTRUMENT NO. 2002-13715      RECORDED ON 03/14/2003 IN SHELBY COUNTY, AL INSTRUMENT NO. 20030314000156430.

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 732 HEATHERWOOD DRIVE, BIRMINGHAM, AL 35244.

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 coverages, other charges and any amounts expended or advanced as provided in the Mortgage) is hereby increased from \$35,000.00 to \$45,000.00.

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 DECEMBER 16, 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 Cecil A. Ripperdan (Seal)  
CECIL A. RIPPERDAN, Individually

X Patricia L. Ripperdan (Seal)  
PATRICIA L. RIPPERDAN, Individually

LENDER:

X Sheila Ward (Seal)  
Authorized Signer

This Modification of Mortgage prepared by:

Name: JOAN KAMAU  
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 CECIL A. RIPPERDAN and PATRICIA L. RIPPERDAN, 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 16<sup>th</sup> day of December, 20 03  
Sherry Jane Simm  
Notary Public

NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: Sep 30, 2006  
~~BONDED TERM NOTARY PUBLIC UNDERWRITING~~

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

LENDER 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 AmSouth Bank 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 16<sup>th</sup> day of December, 20 03  
Sherry Jane Simm  
Notary Public

NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: Sep 30, 2006  
~~BONDED TERM NOTARY PUBLIC UNDERWRITING~~

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

## **SCHEDULE "A"**

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

**LOT 14, ACCORDING TO THE SURVEY OF HEATHERWOOD, 1<sup>ST</sup> SECTOR, AS RECORDED IN MAP BOOK 8, PAGE 27 A & B, IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA; BEING SITUATED IN SHELBY COUNTY, ALABAMA.**

**SOURCE OF TITLE: DEED INSTRUMENT # 19850627000139700**

**KNOWN 732 HEATHERWOOD DR**