200401130000021230 Pg 1/3 100.25 Shelby Cnty Judge of Probate, AL 01/13/2004 08:27:00 FILED/CERTIFIED

WHEN RECORDED MAIL TO:



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

20033280830420

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

101.25

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated December 24, 2003, is made and executed between JOSEPH D KING, whose address is 300 CARRIAGE LN, ALABASTER, AL 35007 and BOBBIE RAE KING, whose address is 300 CARRIAGE LN, ALABASTER, AL 35007; husband and wife (referred to below as "Grantor") and AmSouth Bank, whose address is 101 Office Park Drive, Birmingham, AL 35223 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated October 9, 2003 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED 10-27-03 INSTR#20031027000715460 IN SHELBY COUNTY MODIFIED 12-24-03.

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 300 CARRIAGE LN, ALABASTER, AL 35007.

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 \$107000 to \$162500.

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 DECEMBER 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:

JOSEPH D KING, Undividually

LENDER:

Authorized Signer

(Seal)

(Seal)

BOBBIE RAE KING, Individually

This Modification of Mortgage prepared by:

Name: JACQUES CURRY Address: P.O. BOX 830721

City, State, ZIP: BIRMINGHAM, AL 35283

INDIVIDUAL ACKNOWLEDGMENT
STATE OF Albane
COUNTY OF Jefferson)
I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that JOSEPH D KING and BOBBIE RAE KING, 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
Notary Public
My commission expires WEARY PUBLIC STATE OF ALAEASIA AT LEGAL BONDED THRU NOTARY PUBLIC PRODUCTION OF THE PRODUCTION OF
LENDER ACKNOWLEDGMENT
STATE OF Mabana
countrof at large
I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that
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
MY COMMISSION EXPINES Notary Public My commission expires December 11, 2006

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SCHEDULE "A"

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

LOT 43, ACCORDING TO THE SURVEY OF CAMP BRANCH ESTATES, SECOND ADDITION, AS RECORDED IN MAP BOOK 11, PAGE104 A&B, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

SOURCE OF TITLE: INSTRUMENT# 20021025000527690

KNOWN 300 CARRIAGE LN, ALABASTER, AL