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Integrated Loan Services
600-A N John Rodes Blvd.
Melbourne, FL 32934

20033291201040
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#273

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated December 19, 2003, is made and executed between **PAUL A. GRABB**, whose address is 1400 COVE PARK CIR, BIRMINGHAM, AL 35242 and **BRENDA C. GRABB**, whose address is 1400 COVE PARK CIR, BIRMINGHAM, AL 35242; husband and wife (referred to below as "Grantor") and **AmSouth Bank**, whose address is 35 Church Street, Birmingham, AL 35213 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated May 15, 2003 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

MAY 29, 2003 INSTR #20030529000332010 SHELBY COUNTY, AL. AND MODIFIED DECEMBER 19, 2003.

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 1400 COVE PARK 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 \$60,000 to \$230,000.

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 19, 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 *Paul A. Grabb* (Seal)
PAUL A. GRABB, Individually

X *Brenda C. Grabb* (Seal)
BRENDA C. GRABB, Individually

LENDER:

X *Judy Trunks* (Seal)
Authorized Signer

Pamela Townsend Pamela Townsend
witness
Janet Short JANET SHORT
witness

This Modification of Mortgage prepared by:

Name: TASHA WOOTEN
Address: P.O. BOX 830721
City, State, ZIP: BIRMINGHAM, AL 35283

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Alabama)
)
COUNTY OF Jefferson) SS
)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **PAUL A. GRABB and BRENDA C. GRABB, 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 19th day of December, 20 03.

Smida D. Brady
Notary Public

My commission expires Jan. 10, 2007

LENDER ACKNOWLEDGMENT

STATE OF Alabama)
)
COUNTY OF Jefferson) SS
)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Judy Franks 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 officer of said corporation.

Given under my hand and official seal this 19th day of December, 20 03.

Smida D. Brady
Notary Public

My commission expires Jan. 10, 2007

SCHEDULE "A"

THE FOLLOWING DESCRIBED PROPERTY LOCATED IN THE COUNTY OF SHELBY:

LOT 16 THE COVE OF GREYSTONE PHASE 1, MORE PARTICULARLY DESCRIBED AS:

LOT 16, ACCORDING TO THE AMENDED MAP OF THE COVE OF GREYSTONE, PHASE I, AS RECORDED IN MAP BOOK 26, PAGE 39, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

SOURCE OF TITLE: DEED INSTRUMENT # 2001092000040726

KNOWN 1400 COVE PARK CIR, BIRMINGHAM, AL

PARCEL #: 03-8-27-0-011-016-000