

WHEN RECORDED MAIL TO:



BRYANT, DENISE S

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

20033391400311 SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY
070499915025 \$138

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated December 17, 2003, is made and executed between DENISE S. BRYANT, A/K/A AVA D. SUMNER; whose address is 6268 CAHABA VALLEY RD, BIRMINGHAM, AL 35242 and DAVID A. BRYANT, A/K/A DAVID ALAN BRYANT; whose address is 6268 CAHABA VALLEY RD, BIRMINGHAM, AL 35242; wife and husband (referred to below as "Grantor") and AmSouth Bank, whose address is 200 Corporate Ridge North, Birmingham, AL 35242 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated January 22, 2003 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED 02/06/2003 20030206000072690 PG 1/7 AND MODIFIED 12-17-2003 IN SHELBY COUNTY.

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 6268 CAHABA VALLEY RD, 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 \$20,000 to \$100,000.

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 endorers 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 17, 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 Denise S. Bryant (Seal)
DENISE S. BRYANT, Individually

X David A. Bryant (Seal)
DAVID A. BRYANT, Individually

LENDER:

X [Signature] (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

Name: ANGELA RENDA
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 St. Clair)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **DENISE S. BRYANT and DAVID A. BRYANT, wife and husband**, 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 18 day of Dec., 2003.

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Feb 28, 2005
BONDED THRU NOTARY PUBLIC UNDERWRITERS

My commission expires _____

Maxwell J. West
Notary Public

LENDER ACKNOWLEDGMENT

STATE OF Alabama)
) SS
COUNTY OF St. Clair At Large)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Lisa Kelley, AmSouth Bank ~~Denise S. Bryant~~ 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 18 23rd day of Dec, 2003.

My commission expires Dec. 11, 2006
MY COMMISSION EXPIRES MARCH 1, 2009

Shirley McCreary
Notary Public
Seamus Ladd

SCHEDULE "A"

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

A PARCEL OF LAND LOCATED IN THE SW ¼ OF THE NW ¼ OF SECTION 7, TOWNSHIP 19 SOUTH, RANGE 1 WEST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SW CORNER OF THE SW ¼ OF THE NW ¼ OF SECTION 7, TOWNSHIP 19 SOUTH, RANGE 1 WEST; THENCE EASTERLY ALONG THE SOUTH LINE OF SAID ¼ 765.69 FEET TO THE WEST RIGHT OF WAY LINE WITH AN INTERIOR ANGLE OF 123 DEG. 27 MIN. FOR 160 FEET THE TRUE POINT OF BEGINNING OF THE HEREAFTER DESCRIBED PARCEL; THENCE CONTINUE ALONG SAID WEST RIGHT OF WAY LINE 136.82 FEET; THENCE NORTHWESTERLY AT RIGHT ANGLES 148.86 FEET; THENCE SOUTHWESTERLY WITH AN ANGLE OF 82 DEG. 09 MIN. FOR 138.11 FEET; THENCE SOUTHEASTERLY WITH AN INTERIOR ANGLE OF 97 DEG. 51 MIN. 130 FEET TO THE TRUE POINT OF BEGINNING; BEING SITUATED IN SHELBY COUNTY, ALABAMA.

DEED INSTRUMENT #: 19970930000316491

KNOWN 6268 CAHABA VALLEY RD, BIRMINGHAM, AL