

61-7100 (39)
21213

20040202000053350 Pg 1/3 76.50
Shelby Cnty Judge of Probate, AL
02/02/2004 13:53:00 FILED/CERTIFIED

WHEN RECORDED MAIL TO:



GENRY, RONALD P

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

20033630830430

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

070499227363

\$76.50

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated January 5, 2004, is made and executed between **RONALD P GENRY**, whose address is **284 KENDRICK RD, CHELSEA, AL 35043** and **JOYCE A GENRY**, whose address is **284 KENDRICK RD, CHELSEA, AL 35043**; husband and wife (referred to below as "Grantor") and **AmSouth Bank**, whose address is **1235 First Street North, Alabaster, AL 35007** (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated May 30, 1997 (the "Mortgage") which has been recorded in **SHELBY County, State of Alabama**, as follows:

RECORDED 06-10-97 INST#1997-18257 IN SHELBY COUNTY, MODIFIED 06-12-98 INST#1998-26662, MODIFIED 02-21-01 INST#2001-05900, AND MODIFIED 01-05-04.

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 **284 KENDRICK RD, CHELSEA, AL 35043**.

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 \$61000 to \$100000.

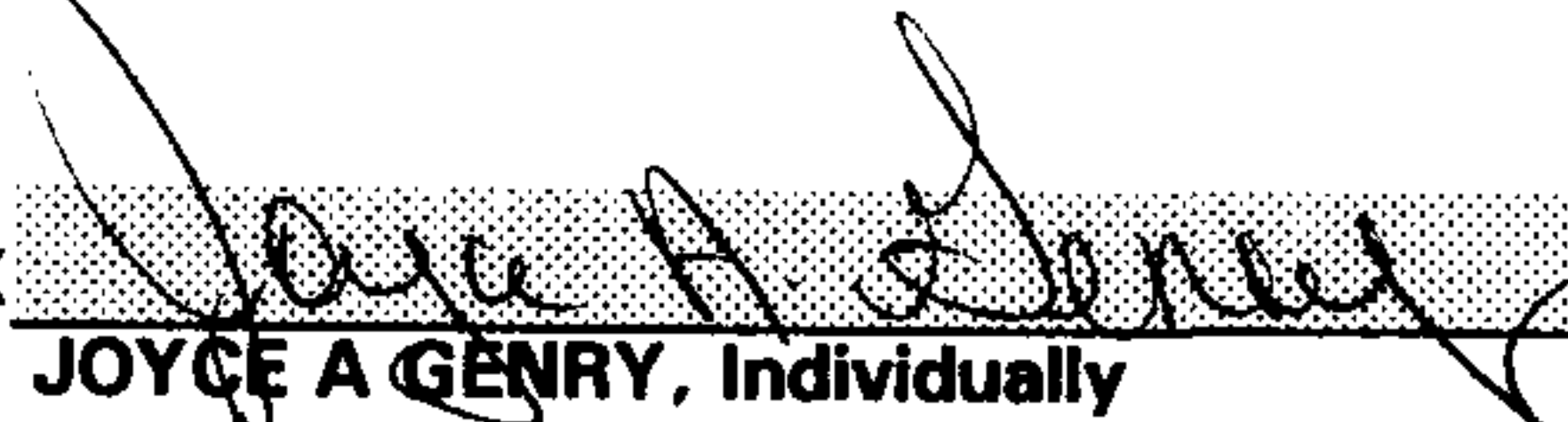
CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right 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 JANUARY 5, 2004.

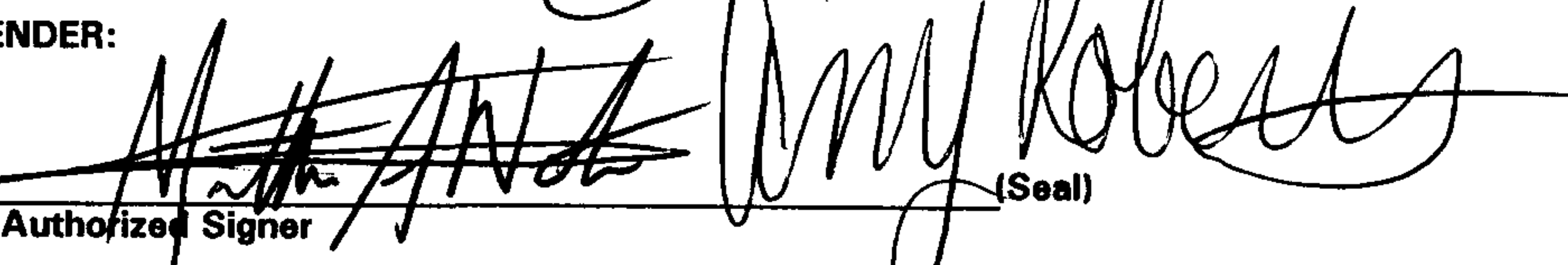
THIS MODIFICATION IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS MODIFICATION IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.

GRANTOR:

X  (Seal)
RONALD P GENRY, Individually

X  (Seal)
JOYCE A GENRY, Individually

LENDER:

X  (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

Name: JACQUES CURRY
Address: P.O. BOX 830721
City, State, ZIP: BIRMINGHAM, AL 35283

MODIFICATION OF MORTGAGE
(Continued)

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INDIVIDUAL ACKNOWLEDGMENT

STATE OF Alabama

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COUNTY OF Shelby

) SS

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I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that RONALD P GENRY and JOYCE A GENRY, 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 5 day of Jan, 20 04
Shirley Jane Gorge
Notary Public

My commission expires 5-7-06

LENDER ACKNOWLEDGMENT

STATE OF AL

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COUNTY OF at large

) SS

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I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that _____ 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 5 day of Jan, 20 04
Shirley J. Gorge
Notary Public
MY COMMISSION EXPIRES
December 11, 2006
My commission expires _____

SCHEDULE "A"

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

COMMENCE AT THE NORTHWEST CORNER OF THE SW ¼ OF THE SE ¼ OF SECTION 2, TOWNSHIP 20 SOUTH, RANGE 2 WEST, RUN SOUTH ALONG SAID ¼ - ¼ LINE FOR A DISTANCE OF 972.8 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH FOR A DISTANCE OF 135.1 FEET; THENCE TURN 88 DEGREES, 09 MINUTES LEFT AND RUN 223 FEET; THENCE TURN 91 DEGREES, 51 MINUTES LEFT AND RUN 135.1 FEET; THENCE TURN 88 DEGREES, 09 MINUTES LEFT AND RUN 223 FEET TO THE POINT OF BEGINNING; BEING SITUATED IN SHELBY COUNTY, ALABAMA. ALSO, AN EASEMENT BEING FIFTEEN (15) FEET IN WIDTH DESCRIBED AS FOLLOWS: BEGIN AT THE NORTHWEST CORNER OF THE SW ¼ OF THE SE ¼ OF SECTION 2, TOWNSHIP 20 SOUTH, RANGE 2 WEST; RUN SOUTH ALONG SAID ¼ - ¼ SECTION FOR A DISTANCE OF 972.8 FEET; THENCE TURN 88 DEGREES, 09 MINUTES LEFT AND RUN 208 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG LAST SAID COURSE FOR 15.0 FEET; THENCE TURN 91 DEGREES, 51 MINUTES LEFT AND RUN 259.3 FEET; THENCE TURN 78 DEGREES, 26 MINUTES LEFT AND RUN 15.3 FEET; THENCE TURN 101 DEGREES, 34 MINUTES LEFT AND RUN 261.9 FEET TO THE POINT OF BEGINNING; BEING SITUATED IN SHELBY COUNTY, ALABAMA.

SOURCE OF TITLE: DEED BOOK 123 PAGE 376

KNOWN 284 KENDRICK ROAD