



WHEN RECORDED MAIL TO:



THOMPSON JR., KELLY

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Integrated Loan Services
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Melbourne, FL 32934

20040300841340
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60.25

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated February 4, 2004, is made and executed between **KELLY THOMAS THOMPSON, JR., A/K/A KELLY T THOMPSON**, whose address is 6387 HIGHWAY 22, MONTEVALLO, AL 35115 and **PENNY CHAMBERS THOMPSON, A/K/A PENNY C THOMPSON**, whose address is 6387 HIGHWAY 22, MONTEVALLO, AL 35115; 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 February 20, 2002 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED ON 03/01/2002 IN SHELBY COUNTY, AL INSTRUMENT NO. 2002-10026 AND MODIFIED 02/04/04.

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 6387 HIGHWAY 22, MONTEVALLO, AL 35115.

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 \$42,500.00 to \$70,000.00.

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 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 FEBRUARY 4, 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 Kelly Thomas Thompson Jr. (Seal)
KELLY THOMAS THOMPSON, JR.

X Penny Chambers Thompson (Seal)
PENNY CHAMBERS THOMPSON

LENDER:

X [Signature] (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)

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 **KELLY THOMAS THOMPSON, JR. and PENNY CHAMBERS THOMPSON, 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 4 day of Feb, 2004.
Debra Jaye Long
Notary Public

My commission expires 5-7-06

LENDER ACKNOWLEDGMENT

STATE OF ALABAMA)
) SS
COUNTY OF JEFFERSON)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Amy Roberts 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 4 day of Feb, 2004.
Linda J. Brown
Notary Public

MY COMMISSION EXPIRES
December 11, 2006

My commission expires _____

SCHEDULE "A"

A PARCEL OF LAND LOCATED IN THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 22 SOUTH, RANGE 3 WEST, SHELBY COUNTY, ALABAMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 3; THENCE IN A WESTERLY DIRECTION, ALONG THE NORTH LINE OF SAID SECTION 3, A DISTANCE OF 448.03 FEET; THENCE 91 DEGREES 15 MINUTES 58 SECONDS LEFT IN A SOUTHERLY DIRECTION A DISTANCE OF 2020.01 FEET TO AN EXISTING IRON PIN BEING THE POINT OF BEGINNING; THENCE CONTINUE ALONG LAST MENTIONED COURSE FOR A DISTANCE OF 292.85 FEET TO AN EXISTING IRON PIN BEING ON THE NORTHWEST RIGHT OF WAY LINE OF SHELBY COUNTY HIGHWAY NO. 22; THENCE TURN AN ANGLE TO THE LEFT OF 119 DEGREES 34 MINUTES 09 SECONDS AND RUN IN A NORTHEASTERLY DIRECTION ALONG THE NORTHWEST RIGHT OF WAY LINE OF SHELBY COUNTY HIGHWAY NO. 22 FOR A DISTANCE OF 97.16 FEET; THENCE TURN AN ANGLE TO THE RIGHT OF 2 DEGREES 41 MINUTES 12 SECONDS AND CONTINUE IN A NORTHEASTERLY DIRECTION ALONG SAID RIGHT OF WAY LINE FOR A DISTANCE OF 149.59 FEET TO AN EXISTING IRON PIN; THENCE TURN AN ANGLE TO THE LEFT OF 62 DEGREES 57 MINUTES 35 SECONDS AND RUN A NORTHERLY DIRECTION FOR A DISTANCE OF 214.82 FEET TO AN EXISTING IRON PIN; THENCE TURN AN ANGLE TO THE LEFT OF 99 DEGREES 54 MINUTES 28 SECONDS AND RUN IN A SOUTHWESTERLY DIRECTION FOR A DISTANCE OF 221.73 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

SOURCE OF TITLE: BOOK 365 PAGE 555

KNOWN 6387 HWY 22, MONTEVALLO, AL