20040301000105210 Pg 1/3 92.00 Shelby Cnty Judge of Probate, AL 03/01/2004 13:37:00 FILED/CERTIFIED



## WHEN RECORDED MAIL TO:



Integrated Loan Services 600-Ā N John Rodes Blvd. HENDERSON, DIANE G Melbourne, FL 32934

Record and Return To:

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

## 20040281031190

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated February 11, 2004, is made and executed between DIANE G HENDERSON, whose address is 170 STRATFORD CIR, PELHAM, AL 35124; unmarried (referred to below as "Grantor") and AmSouth Bank, whose address is 1849 Highway 31 South, Birmingham, AL 35244 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated August 11, 1995 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED DECEMBER 6 1995, SHELBY COUNTY, ONST # 1995-34887

MATURITY DATE NOVEMBER 8 2015.

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 170 STRATFORD CIR, PELHAM, AL 35124.

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 \$25,000.00 to \$50,000.00.

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 11, 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:** 

LENDER:

Beunl Bradens (Seal) Authorized Signer

This Modification of Mortgage prepared by:

Name: SUZANNE COKER Address: P.O. BOX 830721

City, State, ZIP: BIRMINGHAM, AL 35283

INDIVIDUAL ACKNOWLEDGMENT		
STATE OF Quantum	)	
	) SS	
COUNTY OF GREENER	)	
I, the undersigned authority, a Notary Public in and name is signed to the foregoing instrument, and who of said Modification, he or she executed the same vo	for said county in said state, hereby certify that <b>DIANE G</b> is known to me, acknowledged before me on this day the luntarily on the day the same bears date.	it, being informed of the contents
Given under my hand and official seal this	$\frac{12}{2}$ day of $\frac{12}{2}$	20_5
My commission expires	Eduly 25 Notary	Public Public
LENDER ACKNOWLEDGMENT		
STATE OF ALABAMA	<b>1</b>	
	) SS	
COUNTY OF DEFENSION	1	
	, 	A AA /
acknowledged before me on this day that, being int	or said county in said state, hereby certify that & a corporation, is signed to the foregoing Modificon of the contents of said Modification of Mortgage, hereby certify that a corporation of said Modification of Mortgage, hereby certify that a corporation is said Modification of Mortgage, hereby certify that a corporation is said Modification of Mortgage, hereby certify that a corporation is signed to the foregoing Modification of Mortgage, hereby certify that a corporation is signed to the foregoing Modification of Mortgage, hereby certify that a corporation is signed to the foregoing Modification of Mortgage, hereby certify that a corporation is signed to the foregoing Modification of Mortgage, hereby certify that a corporation is signed to the foregoing Modification of Mortgage, hereby certify that a corporation is signed to the foregoing Modification of Mortgage, hereby certification of Mortgage, her	ation and who is known to me, e 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	day of +elovucy	, 20 <u>004</u> .
NOTARY PUBLIC STATE OF ALABAMA MY COMMISSION EXPIRES: Seg My commission expires  My commission expires	· At ATV ·	y Public

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## SCHEDULE "A"

THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN SHELBY COUNTY, ALABAMA.

LOT 9, ACCORDING TO THE MAP AND SURVEY OF STRATFORD PLACE, PHASE IV, AS RECORDED IN MAP BOOK 14, PAGE 69, IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA.

SOURCE OF TITLE: DEED INSTRUMENT # 19911218000367350

KNOWN 170 STRATFORD CIRCLE