



20040305000116050 Pg 1/3 26.75  
Shelby Cnty Judge of Probate, AL  
03/05/2004 14:19:00 FILED/CERTIFIED

2/12

**WHEN RECORDED MAIL TO:**



HOLSOMBACK, PHILLIP

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

20040300958150  
070499904672

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MLS 26.75

**MODIFICATION OF MORTGAGE**

**THIS MODIFICATION OF MORTGAGE** dated February 9, 2004, is made and executed between PHILLIP H HOLSOMBACK, whose address is 820 SAVANNAH LN, CALERA, AL 35040 and BETHANY N HOLSOMBACK, whose address is 820 SAVANNAH LN, CALERA, AL 35040; husband and wife (referred to below as "Grantor") and AmSouth Bank, whose address is 101 Office Park Drive, Birmingham, AL 35223 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated December 20, 2002 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

**RECORDED ON JANUARY 9, 2003 IN SHELBY COUNTY, ALABAMA IN INST #20030109000019070 PG 1/6. MODIFIED ON FEBRUARY 9, 2004.**

**MATURITY DATE IS DECEMBER 20, 2022.**

**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 820 SAVANNAH LN, CALERA, AL 35040.

**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 \$ 18,500.00 to \$ 25,000.00.**

**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 endorser 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 9, 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 Phillip H. Holsomback (Seal)  
PHILLIP H HOLSOMBACK

x Bethany N. Holsomback (Seal)  
BETHANY N HOLSOMBACK

**LENDER:**

x [Signature] (Seal)  
Authorized Signer

**This Modification of Mortgage prepared by:**

**Name: CARLA HOLMES  
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 Jefferson )

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **PHILLIP H HOLSOMBACK and BETHANY N HOLSOMBACK, 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 9th day of February, 2004.

[Signature]  
Notary Public

My commission expires

NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: Oct 17, 2004  
BONDED THRU NOTARY PUBLIC

LENDER ACKNOWLEDGMENT

STATE OF Alabama )  
 ) SS  
COUNTY OF at large )

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 9th day of February, 2004.

[Signature]  
Notary Public

My commission expires

MY COMMISSION EXPIRES  
December 11, 2006

## **SCHEDULE "A"**

**THE FOLLOWING DESCRIBED REAL ESTATE, LYING AND BEING IN THE COUNTY OF SHELBY, STATE OF ALABAMA, TO-WIT:**

**LOT 225, ACCORDING TO THE SURVEY OF SAVANNAH POINTE, SECTOR II, PHASE II, AS RECORDED IN MAP BOOK 27, PAGE 103, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.**

**SOURCE OF TITLE: DEED DOCUMENT #: 20010817000352591**

**KNOWN 820 SAVANNAH LANE**

**PARCEL: 229311003015000**