20040331000165980 Pg 1/3 129.50
Shelby Cnty Judge of Probate,AL
03/31/2004 14:37:00 FILED/CERTIFIED

3/10

WHEN RECORDED MAIL TO:

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

20040620838140
0704991415 15

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

129.50

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated March 9, 2004, is made and executed between REBECCA CROW SALAMONE, whose address is 108 KENT HILL CIRCLE, ALABASTER, AL 35007 and FRANK C SALAMONE, whose address is 108 KENT HILL CIRCLE, ALABASTER, AL 35007; wife and husband (referred to below as "Grantor") and AmSouth Bank, whose address is 2228 Pelham Parkway, Pelham, AL 35124 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated May 22, 1996 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED JUNE 12, 1996 IN SHELBY COUNTY, ALABAMA INSTRUMENT #1996-19119 AND MODIFIED MARCH 9, 2004.

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 108 KENT HILL CIRCLE, ALABASTER, AL 35007.

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 96,000 to $171,000.

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 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 MARCH 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 Rebecca Crow Salamone (Seal)
REBECCA CROW SALAMONE

X (Seal)
FRANK C SALAMONE

LENDER:

X Michelle Wooten (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

Name: ELLEN D HARRINGTON
Address: P.O. BOX 830721
City, State, ZIP: BIRMINGHAM, AL 35283

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 **REBECCA CROW SALAMONE and FRANK C SALAMONE, 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 9 **day of** March, 20 04.

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Mar 2, 2008
BONDED THRU NOTARY PUBLIC UNDERWRITERS

Carole W Covington
Notary Public

My commission expires ______________

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 AmSouth Bank ______________ 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 9 **day of** March, 20 04.

Notary Public

My commission expires MY COMMISSION EXPIRES APRIL 16, 2006

SCHEDULE "A"

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

LOT 141, ACCORDING TO THE SURVEY OF KENTWOOD, 3RD ADDITION, PHASE II, AS RECORDED IN MAP BOOK 19, PAGE 167, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA; BEING SITUATED IN SHELBY COUNTY, ALABAMA.

SOURCE OF TITLE: DEED INSTRUMENT # 19960306000073321

KNOWN 108 KENT HILL CIRCLE