

WHEN RECORDED MAIL TO:



TURPIN, MATTHEW

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

20040751625200  
070499847244

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

222.50

**MODIFICATION OF MORTGAGE**

THIS MODIFICATION OF MORTGAGE dated March 19, 2004, is made and executed between MATTHEW TURPIN a/k/a MATTHEW E TURPIN, whose address is 10107 CHELSEA ROAD, CHELSEA, AL 35043 and ANGELA C. TURPIN a/k/a ANGIE J TURPIN f/k/a ANGELA C JACKSON, whose address is 10107 CHELSEA ROAD, CHELSEA, AL 35043; husband and wife (referred to below as "Grantor") and AmSouth Bank, whose address is 539 Richard Arrington Jr. Blvd South, Birmingham, AL 35233 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated August 27, 2002 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED SEPTEMBER 13 2002, SHELBY COUNTY ALABAMA, INSTRUMENT # 20020913000440400

MODIFIED MARCH 19 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 10107 CHELSEA ROAD, 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 \$25,000.00 to \$160,000.00.

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 MARCH 19, 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)  
MATTHEW TURPIN

X  (Seal)  
ANGELA C. TURPIN

LENDER:

X  (Seal)  
Authorized Signer

This Modification of Mortgage prepared by:

Name: SUZANNE COKER  
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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) SS

COUNTY OF Jefferson

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I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **MATTHEW TURPIN and ANGELA C. TURPIN, 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 19th day of March, 2004

NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: May 23, 2004  
BONDED THRU NOTARY PUBLIC UNDERWRITERS

Sharon Allen  
Notary Public

LENDER ACKNOWLEDGMENT

STATE OF Alabama

)

) SS

COUNTY OF Jefferson

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I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Mitzi Cochran  
at 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 25 day of March, 2004

Joanna Bell  
Notary Public

My commission expires 02/27/05

## **SCHEDULE "A"**

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

**COMMENCE AT THE NORTHWEST CORNER OF SECTION 2, TOWNSHIP 20 SOUTH, RANGE 1 WEST, THENCE RUN SOUTH ALONG THE WEST LINE OF SAID SECTION A DISTANCE OF 48.51 FEET, THENCE TURN AN ANGLE OF 34 DEGREES 55 MINUTES 36 SECONDS TO THE LEFT AND RUN A DISTANCE OF 2,132.31 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF SHELBY COUNTY HIGHWAY #47, THENCE TURN AN ANGLE OF 20 DEGREES 45 MINUTES 51 SECONDS TO THE RIGHT AND RUN ALONG SAID HIGHWAY RIGHT OF WAY A DISTANCE OF 157.47 FEET, THENCE TURN AN ANGLE OF 2 DEGREES 27 MINUTES 41 SECONDS TO THE RIGHT AND RUN A DISTANCE OF 154.90 FEET; THENCE TURN AN ANGLE OF 75 DEGREES 12 MINUTES 20 SECONDS TO THE RIGHT AND RUN A DISTANCE OF 328.54 FEET, THENCE TURN AN ANGLE OF 73 DEGREES 57 MINUTES 50 SECONDS TO THE RIGHT AND RUN A DISTANCE OF 80.64 FEET, THENCE TURN AN ANGLE OF 74 DEGREES 18 MINUTES 30 SECONDS TO THE RIGHT AND RUN A DISTANCE OF 132.05 FEET, THENCE TURN AN ANGLE OF 28 DEGREES 46 MINUTES 22 SECONDS TO THE RIGHT AND RUN A DISTANCE OF 281.35 FEET TO THE POINT OF BEGINNING. SITUATED IN SECTION 2, TOWNSHIP 20 SOUTH, RANGE 1 WEST, SHELBY COUNTY, ALABAMA.**

**SOURCE OF TITLE: DEED DOCUMENT # 1999 00218501**

**KNOWN      10107 CHELSEA ROAD**

**PARCEL:     151020001003004**