

WHEN RECORDED MAIL TO:



BROKAW, JON DOUGLAS

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

20040821028170 SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY
070499543918

MODIFICATION OF MORTGAGE

28.50

THIS MODIFICATION OF MORTGAGE dated April 2, 2004, is made and executed between **JON DOUGLAS BROKAW, AKA JON D BROKAW**, whose address is 4213 HERITAGE OAKS CIR , BIRMINGHAM, AL 35242 and **KAREN M BROKAW**, whose address is 4213 HERITAGE OAKS CIR , BIRMINGHAM, AL 35242; husband and wife (referred to below as "Grantor") and AmSouth Bank, whose address is 200 Corporate Ridge North, Birmingham, AL 35242 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated March 29, 2001 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED SEPTEMBER 10,2001 IN THE PROBATE OFFICE OF SHELBY COUNTY INST# 2001-38786; AMENDED DECEMBER 20,2002, AND RECORDED FEBRUARY 13,2003, IN THE SHELBY COUNTY PROBATE OFFICE INST # 20030213000088650 PAGE 1-2 . MODIFIED APRIL 2,2004.

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 4213 HERITAGE OAKS CIR , BIRMINGHAM, AL 35242.

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 \$30,000.00 to \$37,000.00.

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 APRIL 2, 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 Jon Douglas Brokaw (Seal)
JON DOUGLAS BROKAW

X Karen M. Brokaw (Seal)
KAREN M BROKAW

LENDER:

X [Signature] (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

Name: CONNIE STOVES
Address: P.O. BOX 830721
City, State, ZIP: BIRMINGHAM, AL 35283

MODIFICATION OF MORTGAGE
(Continued)

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Alabama)
) SS
COUNTY OF Stevy)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that JON DOUGLAS BROKAW and KAREN M BROKAW, 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 2 day of April, 2004.
Wendell M. Stoff
Notary Public

My commission expires _____
NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Feb 13, 2008
BONDED THROUGH NOTARY PUBLIC UNDERWRITERS

LENDER ACKNOWLEDGMENT

STATE OF Alabama)
) SS
COUNTY OF Stevy)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Jon Douglas Brokaw 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 2 day of April, 2004.
Wendell M. Stoff
Notary Public

My commission expires _____
NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Feb 13, 2008
BONDED THROUGH NOTARY PUBLIC UNDERWRITERS

SCHEDULE "A"

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

LOT 13, ACCORDING TO THE SURVEY OF HERITAGE OAKS, AS RECORDED IN MAP BOOK 11, PAGE 23, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

SUBJECT TO:

BUILDING SET BACK LINE OF 30 FEET, AS SHOWN BY PLAT.

SOURCE OF TITLE: DEED BOOK 1997 PAGE 28529

KNOWN 4213 HERITAGE OAKS CIRCLE

PARCEL: 106140004012000