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85.25

**MODIFICATION OF MORTGAGE**

THIS MODIFICATION OF MORTGAGE dated March 12, 2004, is made and executed between BETTY HARRIS, whose address is 50 PEACHTREE LN, LEEDS, AL 35094 and CHARLES HARRIS, whose address is 50 PEACHTREE LN, LEEDS, AL 35094; wife and husband (referred to below as "Grantor") and AmSouth Bank, whose address is 9178 Parkway East, Birmingham, AL 35206 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated May 30, 1996 (the "Mortgage") which has been recorded in <sup>Shelby ALF</sup>JEFFERSON County, State of Alabama, as follows:

07/17/1996, SHELBY COUNTY, AL, INSTR. #1996-22985; 07/19/2000, SHELBY COUNTY, AL, INSTR. #2000-24258; BEING MODIFIED 03/12/2004.

REAL PROPERTY DESCRIPTION. The Mortgage covers the following described real property located in <sup>Shelby ALF</sup>JEFFERSON 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 50 PEACHTREE LN, LEEDS, AL 35094.

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 \$ 20,000 to \$ 65,407.

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 12, 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 Betty Harris (Seal)  
BETTY HARRIS

x Charles Harris (Seal)  
CHARLES HARRIS

LENDER:

x [Signature] (Seal)  
Authorized Signer

This Modification of Mortgage prepared by:

Name: STEVEN BOSCHE  
Address: P.O. BOX 830721  
City, State, ZIP: BIRMINGHAM, AL 35283

MODIFICATION OF MORTGAGE  
(Continued)

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 **BETTY HARRIS and CHARLES HARRIS, 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 12<sup>th</sup> day of March, 2001.

Angela Mitchell  
Notary Public, Alabama State At Large  
My Commission Expires March 27, 2006

Angela Mitchell  
Notary Public

My commission expires \_\_\_\_\_

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 Donna Hayes 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 12<sup>th</sup> day of March, 2004.

Andria V. Blount  
Notary Public

My commission expires June 25, 2004

Begin at the right of way of the Northside of the Lallory Gap Road at a point 116 feet from the junction of said right of way of the west side right of way of the new Leads to Vincent State Highway, said point being presently marked by an iron stake and proceed due north for a distance of 135 feet for a point of beginning; thence continue along said line due north for a distance of 135 feet; thence due west to the east line of the NW  $\frac{1}{4}$  of the SW  $\frac{1}{4}$ ; thence along said line due south 135 feet; thence east 151 feet to point of beginning. Containing about one half acre and being located in the NE  $\frac{1}{4}$  of the SW  $\frac{1}{4}$  of Section 4, Township 18, Range 1 East. Property situated in Shelby County, Alabama.