

421
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37.45

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated April 19, 2004, is made and executed between GAIL M CANNON A/K/A GAIL CANNON , whose address is 30 HIGHWAY 107, MONTEVALLO, AL 35115 and EDWARD L CANNON A/K/A EDWARD CANNON, whose address is 30 HIGHWAY 107, MONTEVALLO, AL 35115; wife and husband (referred to below as "Grantor") and AmSouth Bank, whose address is 1235 First Street North, Alabaster, AL 35007 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated February 21, 2003 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED IN SHELBY COUNTY AL ON 03-11-2003 IN INSTR # 20030311000146440 PG 1-7 AND MODIFIED ON 04-19-2004.

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 30 HIGHWAY 107, MONTEVALLO, AL 35115.

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 \$ 19,750.00 to \$ 32,000.00.

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 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 Gail M Cannon (Seal)
GAIL M CANNON

X Edward L Cannon (Seal)
EDWARD L CANNON

LENDER:

X [Signature] (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

Name: TRACIE RAINEY
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 Shelby)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **GAIL M CANNON and EDWARD L CANNON, 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 19 day of April, 2004.
Maia Marie Long
Notary Public

My commission expires 5-7-06

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 19~~th~~ day of April, 2004.
Lake J. Boyer
Notary Public

MY COMMISSION EXPIRES
December 11, 2006

My commission expires _____

SCHEDULE "A"

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

COMMENCE AT THE NW CORNER OF THE NE ¼ OF THE SE ¼ OF SECTION 1, TOWNSHIP 22 SOUTH, RANGE 3 WEST, SHELBY COUNTY, ALABAMA; THENCE N 89 DEG. 32 MIN. 21 SEC. E ALONG THE NORTH LINE OF SAID ¼ - ¼ SECTION A DISTANCE OF 58.93 FEET TO THE EASTERLY RIGHT-OF-WAY OF SHELBY COUNTY HWY. 107; THENCE S 2 DEG. 31 MIN. 49 SEC. E ALONG SAID RIGHT-OF-WAY DISTANCE OF 3.96 FEET TO THE POINT OF BEGINNING; THENCE N 89 DEG. 32 MIN. 21 SEC. E AND LEAVING SAID RIGHT-OF-WAY A DISTANCE OF 299.01 FEET; THENCE S 6 DEG. 42 MIN 56 SEC. W A DISTANCE OF 380.22 FEET TO THE NORTHEASTERLY RIGHT-OF-WAY OF SHELBY COUNTY HWY. 22 AND A POINT ON A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 00 DEG. 22 MIN. 57 SEC. AND A RADIUS OF 6114.82 FEET. SAID CURVE SUBTENDED BY A CHORD BEARING N 55 DEG. 6 MIN. 25 SEC. W AND A CHORD DISTANCE OF 40.83 FEET; THENCE ALONG THE ARC OF SAID CURVE AND ALONG SAID RIGHT-OF-WAY A DISTANCE 40.83 FEET; THENCE N 54 DEG. 54 MIN. 56 SEC. W ALONG SAID RIGHT-OF-WAY A DISTANCE OF 259.17 FEET TO THE INTERSECTION OF SAID RIGHT-OF-WAY AND SAID HWY. 107 RIGHT-OF-WAY; THENCE N 2 DEG. 31 MIN. 49 SEC. W ALONG SAID HWY. 107 RIGHT-OF-WAY AND LEAVING SAID HWY. 22 FOR A DISTANCE OF 203.08 FEET TO THE POINT OF BEGINNING.

SOURCE OF TITLE: INSTRUMENT NO. # 2001-30797

KNOWN: 30 HIGHWAY 107