

3/30

WHEN RECORDED MAIL TO:



EVERSON, TILLMAN T

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



20040525000277770 Pg 1/3 17.00
Shelby Cnty Judge of Probate, AL
05/25/2004 12:35:00 FILED/CERTIFIED

20040491113520
070499 582965

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE \$17.00

THIS MODIFICATION OF MORTGAGE dated March 24, 2004, is made and executed between TILLMAN T EVERSON, whose address is 2600 CHANDAFERN DR, PELHAM, AL 35124 and LINDA EVERSON, whose address is 2600 CHANDAFERN DR, PELHAM, AL 35124; husband and wife (referred to below as "Grantor") and AmSouth Bank, whose address is 1849 Highway 31 South, Birmingham, AL 35244 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated June 6, 2001 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED JULY 16, 2001, SHELBY COUNTY, INST # 2001-29434, AND MODIFIED MARHC 24, 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 2600 CHANDAFERN DR, PELHAM, AL 35124.

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 \$40,000 to \$120,000.

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 24, 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)
TILLMAN T EVERSON

X  (Seal)
LINDA EVERSON

LENDER:

X  (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

Name: EARNEST WILKS
Address: P.O. BOX 830721
City, State, ZIP: BIRMINGHAM, AL 35283

** SAID INSTRUMENT IS BEING RE-RECORDED IN ORDER TO ATTACH THE CORRECT LEGAL DESCRIPTION TO IT FOR PROPER REFERENCE.

MODIFICATION OF MORTGAGE
(Continued)

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INDIVIDUAL ACKNOWLEDGMENT

STATE OF Alabama

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COUNTY OF Shelby

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I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **TILLMAN T EVERSON and LINDA EVERSON, 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 24 day of March, 2004.

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Apr 1, 2005
BONDED TIERU NOTARY PUBLIC UNDERWRITERS

My commission expires _____

Linda Doty
Notary Public

LENDER ACKNOWLEDGMENT

STATE OF Alabama

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) SS

COUNTY OF at Large

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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 24th day of March, 2004.

Andrew J. Brown
Notary Public

My commission expires 6-25-06

EXHIBIT A

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LOT 119, ACCORDING TO THE MAP AND SURVEY OF CHANDALAR SOUTH, SECOND SECTOR AS RECORDED IN MAP BOOK 6, PAGE 12 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

SUBJECT TO EASEMENTS, RESTRICTIONS AND RESERVATIONS OF RECORD.

BEING THE SAME PROPERTY CONVEYED BY DEED RECORDED IN VOLUME 295, PAGE 757, OF THE SHELBY COUNTY, ALABAMA RECORDS.