



4/19

WHEN RECORDED MAIL TO:



BENNETT, JAMES K

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

20040841043380
076499472118

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

348.50

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated April 15, 2004, is made and executed between **JAMES KEITH BENNETT**, whose address is 4038 WATER WILLOW LN, HOOVER, AL 35244 and **PATRICIA ANN BENNETT**, whose address is 4038 WATER WILLOW LN, HOOVER, AL 35244; husband and wife (referred to below as "Grantor") and AmSouth Bank, whose address is 1592 Montgomery Highway, Birmingham, AL 35216 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated July 31, 2000 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

MORTGAGE DATED JULY 31, 2000 AND RECORDED ON AUGUST 11, 2000 IN SHELBY COUNTY, ALABAMA IN INSTRUMENT # 2000-27436. MODIFIED ON APRIL 15, 2004.

MATURITY DATE IS JULY 31, 2020.

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 4038 WATER WILLOW LN, HOOVER, AL 35244.

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 \$ 100,000.00 to \$ 221,000.00.


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 15, 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)
JAMES KEITH BENNETT

X  (Seal)
PATRICIA ANN BENNETT

LENDER:

X  (Seal)
Authorized Signer Amy Roberts

This Modification of Mortgage prepared by:

Name: CARLA HOLMES
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 **JAMES KEITH BENNETT and PATRICIA ANN BENNETT, 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 15th day of April, 2004.
Neal B. Zed
Notary Public

My commission expires March 2005

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 15th day of April, 2004.
Neal B. Zed
Notary Public

**MY COMMISSION EXPIRES
December 11, 2006**

My commission expires _____

SCHEDULE "A"

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

**LOT 3029, ACCORDING TO THE SURVEY OF RIVERCHASE COUNTRY CLUB, 30TH
ADDITION, AS RECORDED IN MAP BOOK 13, PAGE 88 A & B, IN THE OFFICE OF THE
JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA.**

SOURCE OF TITLE: DEED INSTRUMENT #1996 00129221

KNOWN: 4038 WATER WILLOW LANE

PARCEL: 117350002030000