

5/12
WHEN RECORDED MAIL TO:



NIELSEN, DONALD L

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

20041281339110
070499598490
SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

54.50

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated May 11, 2004, is made and executed between DONALD L NIELSEN, A/K/A DONALD NIELSEN, whose address is 4728 EAGLE WOOD CT, BIRMINGHAM, AL 35242 and CONSTANCE C. NIELSEN, A/K/A CONSTANCE C. NIELSON, whose address is 4728 EAGLE WOOD CT, BIRMINGHAM, AL 35242; husband and wife (referred to below as "Grantor") and AmSouth Bank, whose address is 2306 Centerpoint Road, Birmingham, AL 35215 (referred to below as "Lender").

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

07/19/2001 SHELBY COUNTY INSTRUMENT #2001-29912 AND MODIFIED ON 05/11/2004.

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 4728 EAGLE WOOD CT, 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 \$100,000.00 to \$125,000.00.

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 endorers 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 MAY 11, 2004.

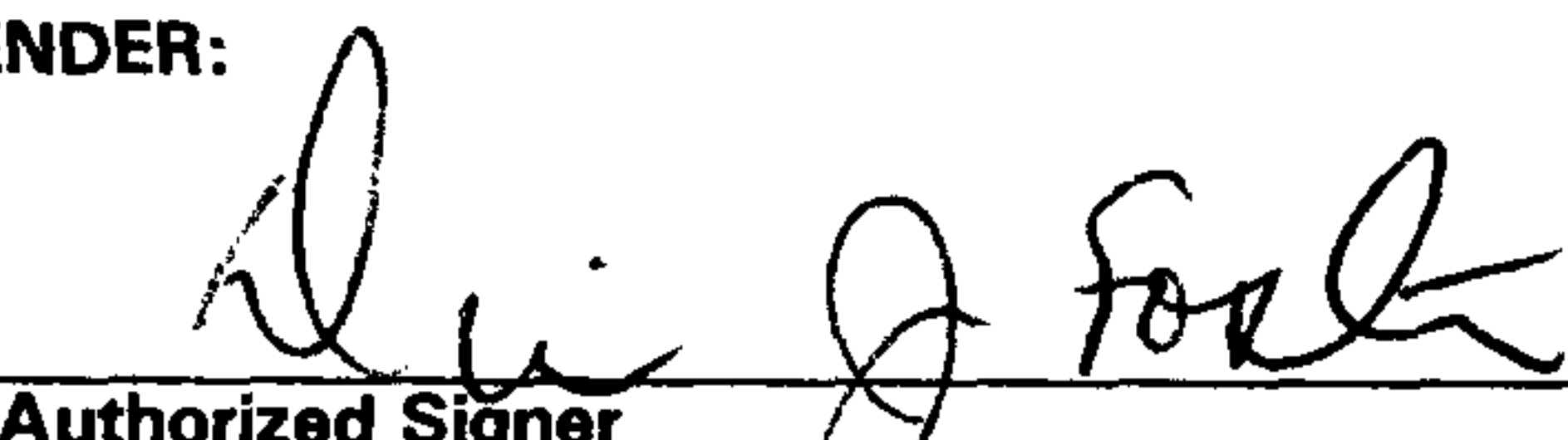
THIS MODIFICATION IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS MODIFICATION IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.

GRANTOR:

x  (Seal)
DONALD L NIELSEN

x  (Seal)
CONSTANCE C. NIELSEN

LENDER:

x  (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

Name: TINA MINOR
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 **DONALD L NIELSEN and CONSTANCE C. NIELSEN, 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 7 day of May, 2007
[Signature]
Notary Public

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
My commission expires MY COMMISSION EXPIRES: Mar 4, 2008
~~BONDED THRU NOTARY PUBLIC UNDERWRITERS~~

LENDER 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 Dina J. Foster 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 7 day of May, 2007
[Signature]
Notary Public

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
My commission expires MY COMMISSION EXPIRES: Mar 4, 2008
~~BONDED THRU NOTARY PUBLIC UNDERWRITERS~~

SCHEDULE "A"

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

**LOT 23, ACCORDING TO THE PLAT OF EAGLE POINT, FIRST SECTOR, PHASE 1, AS
RECORDED IN MAP BOOK 14, PAGE 114, IN THE PROBATE OFFICE OF SHELBY
COUNTY, ALABAMA.**

KNOWN: 4728 EAGLE WOOD COURT

PARCEL: 093080003023000