

WHEN RECORDED MAIL TO:



WILSON, JAMES B

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

20041331755320  
071100049501  
26.00  
SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY  
**MODIFICATION OF MORTGAGE**

**THIS MODIFICATION OF MORTGAGE** dated May 27, 2004, is made and executed between **JAMES B WILSON A/K/A JAMES BENNY WILSON**, whose address is 6142 VALLEY STATION DR, PELHAM, AL 35124 and **BETTYLIN C WILSON A/K/A BETTYLIN COOK WILSON**, whose address is 6142 VALLEY STATION DR, PELHAM, AL 35124; husband and wife (referred to below as "Grantor") and AmSouth Bank, whose address is 520 Montgomery Highway, Vestavia Hills, AL 35216 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated November 14, 2003 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

**RECORDED IN SHELBY COUNTY AL ON 12-10-2003 IN INSTR # 20031210000797500 AND MODIFIED ON 05-27-2004.**

**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 6142 VALLEY STATION 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 \$40,000.00 to \$46,000.00.

**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 MAY 27, 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 James B. Wilson (Seal)  
JAMES B WILSON

X Bettylin C. Wilson (Seal)  
BETTYLIN C WILSON

**LENDER:**

X Barbara C. Coker (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

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COUNTY OF

Jefferson

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I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **JAMES B WILSON and BETTYLIN C WILSON, 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 27<sup>th</sup> day of May, 2004.

Barbara B. Carter  
Notary Public

My commission expires

NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: Apr 10, 2008  
BONDED THRU NOTARY PUBLIC UNDERWRITERS

LENDER ACKNOWLEDGMENT

STATE OF

Alabama

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) SS

COUNTY OF

Jefferson

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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 27 day of May, 2004.

Linda J. Buzen  
Notary Public

MY COMMISSION EXPIRES

December 11, 2006

My commission expires

## **SCHEDULE "A"**

**THE FOLLOWING DESCRIBED PROPERTY LOCATED IN THE COUNTY OF SHELBY:**

**LOT 39, ACCORDING TOT THE SURVEY OF QUAIL RUN, PHASE 3, AS RECORDED IN  
MAP BOOK 7, PAGE 159, IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY  
COUNTY, ALABAMA.**

**KNOWN: 6142 VALLEY STATION DRIVE**

**PARCEL: 109290002053029**