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WHEN RECORDED MAIL TO:



FULMER, JEFFREY A

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

20041531131350  
071100035765

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

115,50

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated June 4, 2004, is made and executed between JEFFREY A. FULMER, A/K/A/ JEFFERY A. FULMER, whose address is 3079 HIGHLAND LAKES RD , BIRMINGHAM , AL 35242 and KELLEY S. FULMER, whose address is 3079 HIGHLAND LAKES RD , BIRMINGHAM , AL 35242; husband and wife (referred to below as "Grantor") and AmSouth Bank, whose address is 101 Office Park Drive, Birmingham, AL 35223 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated October 11, 2003 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED ON 11-06-2003 IN SHELBY COUNTY, ALABAMA IN INSTRUMENT NUMBER 20031106000740740. AND MODIFIED ON 06-04-2004.

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 3079 HIGHLAND LAKES RD , 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 \$35,000.00 to \$100,000.00.

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 endorser 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 JUNE 4, 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 Jeffrey A. Fulmer (Seal)  
JEFFREY A. FULMER

X Kelley S. Fulmer (Seal)  
KELLEY S. FULMER

LENDER:  
X Donna Hays (Seal)  
Authorized Signer

This Modification of Mortgage prepared by:

Name: ANTOINETTE AUSTIN  
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 **JEFFREY A. FULMER and KELLEY S. FULMER, 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 4th day of June, 2004.

My commission expires NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: Oct 28, 2007  
POWER TIER NOTARY PUBLIC UNDERWRITERS

D. Toddly  
Notary Public

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 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 4th day of June, 2004.

My commission expires MY COMMISSION EXPIRES  
December 11, 2006  
My commission expires \_\_\_\_\_

[Signature]  
Notary Public

LEGAL DESCRIPTION

NAME: FULMER  
D2940754

A CERTAIN TRACT OR PARCEL OF LAND IN SHELBY COUNTY, ALABAMA:

LOT 832, ACCORDING TO THE SURVEY OF HIGHLAND LAKES, 8<sup>TH</sup> SECTOR,  
AN EDDLEMAN COMMUNITY, AS RECORDED IN MAP BOOK 23, PAGE 145, IN  
THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA; BEING SITUATED  
IN SHELBY COUNTY, ALABAMA.

SOURCE OF TITLE: INSTRUMENT # 19981207000483871

KNOWN AS: 3079 HIGHLAND LAKES RD. BIRMINGHAM, AL