

6/8

WHEN RECORDED MAIL TO:



KELLEN, PETER E

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

200 414 91302 350
070499993774

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

92.00

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated June 7, 2004, is made and executed between PETER E. KELLEN, whose address is 114 EDGEVIEW AVE, BIRMINGHAM, AL 35209 and INGRID K. KELLEN, whose address is 114 EDGEVIEW AVE, BIRMINGHAM, AL 35209; husband and wife (referred to below as "Grantor") and AmSouth Bank, whose address is 1900 University Boulevard, Birmingham, AL 35233 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated July 9, 2003 (the "Mortgage") which has been recorded in JEFFERSON County, State of Alabama, as follows:

07/24/2003 JEFFERSON COUNTY INSTRUMENT # 200311/3583 AND MODIFIED ON 06/07/2004.

REAL PROPERTY DESCRIPTION. The Mortgage covers the following described real property located in JEFFERSON 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 114 EDGEVIEW AVE, BIRMINGHAM, AL 35209.

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 \$45,000.00 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 7, 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 Peter E. Kellen (Seal)
PETER E. KELLEN

X Ingrid Kellen (Seal)
INGRID K. KELLEN

LENDER:

X Donna J. Hays (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)

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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 **PETER E. KELLEN and INGRID K. KELLEN, 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 7th day of June, 2004.

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Jan 12, 2005
BONDED THRU NOTARY PUBLIC UNDERWRITERS

My commission expires _____

[Signature]
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 17th day of June, 2004.

MY COMMISSION EXPIRES
December 11, 2006

My commission expires _____

[Signature]
Notary Public

SCHEDULE "A"

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

**LOT 8, IN BLOCK 3, ACCORDING TO THE MAP OF HIGHLAND ESTATES, AS
RECORDED IN MAP BOOK 23, PAGE 86, IN THE PROBATE OFFICE OF JEFFERSON
COUNTY, ALABAMA.**

KNOWN: 114 EDGEVIEW AVENUE

PARCEL: 29-13-2-02-011.000