

7/26

WHEN RECORDED MAIL TO:



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

20042030852430
070499802330

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY
123.50

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated July 22, 2004, is made and executed between JANIE M. DAVIS, whose address is 4068 MILNER WAY, BIRMINGHAM, AL 35242; unmarried (referred to below as "Grantor") and AmSouth Bank, whose address is 102 Inverness Plaza, Birmingham, AL 35243 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated May 21, 2002 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED 07/22/2002 20020722000341160 AND MODIFIED 7-22-2004 IN SHELBY COUNTY, ALABAMA.

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 4068 MILNER WAY, 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 \$9,000 to \$80,000.

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 JULY 22, 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 Janie M Davis (Seal)
JANIE M. DAVIS

LENDER:

X Janet Gardner Donna King (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

Name: ANGELA KNIGHT
Address: P.O. BOX 830721
City, State, ZIP: BIRMINGHAM, AL 35283

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 JANIE M. DAVIS, unmarried, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said Modification, he or she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 22 day of July, 2004.

My commission expires
NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Feb 13, 2005
BONDED THREE THOUSAND DOLLARS

Angela Knight
Notary Public

MODIFICATION OF MORTGAGE
(Continued)

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LENDER ACKNOWLEDGMENT

STATE OF Alabama

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) SS

COUNTY OF Shelby

)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Donna Hayes
Jenic M. Davis 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 22 day of July, 20 04.

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Feb 13, 2008
~~FORNED TERM NOTARY PUBLIC UNDER~~

My commission expires

[Signature]
Notary Public

SCHEDULE "A"

THE FOLLOWING DESCRIBED REAL ESTATE, LYING AND BEING IN THE COUNTY OF SHELBY, STATE OF ALABAMA, TO-WIT:

LOT 65, ACCORDING TO THE FINAL RECORD OF PLAT OF GREYSTONE FARMS, MILNER'S CRESCENT SECTOR PHASE 2, AS RECORDED IN MAP BOOK 21, PAGE 33 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA, TOGETHER WITH THE NON-EXCLUSIVE EASEMENT TO USE OF THE PRIVATE ROADWAYS, COMMON AREAS AND HUGH DANIEL DRIVE, ALL AS MORE PARTICULARLY DESCRIBED IN THE GREYSTONE FARMS DECLARATION OF COVENANTS, CONDITION, AND RESTRICTION RECORDED IN INSTRUMENT #1 995-16401 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA, AND ALL AMENDMENTS THERETO.

KNOWN: 4068 MILNER WAY

PARCEL: 0062311038330007036000