

7/29

20040813000457350 Pg 1/3 47.00
Shelby Cnty Judge of Probate, AL
08/13/2004 15:23:00 FILED/CERTIFIED

WHEN RECORDED MAIL TO:

DUNLAP, KAY B

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

20042081046540
070499982363

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

47.00

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated July 28, 2004, is made and executed between KAY B. DUNLAP, whose address is 252 WARWICK LANE , ALABASTER, AL 35007; unmarried (referred to below as "Grantor") and AmSouth Bank, whose address is 6666 Highway 75, Pinson, AL 35126 (referred to below as "Lender").

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

DATED 6/11/03, RECORDED 6/30/03 IN SHELBY COUNTY, AL, INSTR #20030630000408140 AND MODIFIED 7/28/04.

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 252 WARWICK LANE , ALABASTER, AL 35007.

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 \$30000 to \$50000.

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 28, 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 Kay B Dunlap (Seal)
KAY B DUNLAP

LENDER:

X [Signature] (Seal)
Authorized Signer

[Signature]

This Modification of Mortgage prepared by:

Name: TASHA WOOTEN
Address: P.O. BOX 830721
City, State, ZIP: BIRMINGHAM, AL 35283

INDIVIDUAL ACKNOWLEDGMENT

STATE OF AL
COUNTY OF Jefferson

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that KAY B. DUNLAP, 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 28 day of July, 20 04.

My Commission Expires 1/20/08

My commission expires _____

[Signature]
Notary Public
SABRENA PEEPLES

MODIFICATION OF MORTGAGE
(Continued)

Page 2

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 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 28 day of July, 20 04.

[Signature]
Notary Public

MY COMMISSION EXPIRES
December 11, 2006

My commission expires December 11, 2006

SCHEDULE "A"

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

**LOT 209, ACCORDING TO THE AMENDED MAP, PHASE II, WEATHERLY WARWICK
VILLAGE, SECTOR 17, AS RECORDED IN MAP BOOK 22, PAGE 67, IN THE PROBATE
OFFICE OF SHELBY COUNTY, ALABAMA.**

KNOWN: 252 WARWICK LANE

PARCEL: 149313001134000