

9.24

20041004000546640 Pg 1/3 33.20
Shelby Cnty Judge of Probate, AL
10/04/2004 12:30:00 FILED/CERTIFIED

WHEN RECORDED MAIL TO:



SPARKS, CHARLES E

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

20042591031160
070499844803

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

33.20

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated September 22, 2004, is made and executed between CHARLES E. SPARKS, whose address is 429 WEATHERLY CLUB DR , PELHAM , AL 35124; unmarried (referred to below as "Grantor") and AmSouth Bank, whose address is 2228 Pelham Parkway, Pelham, AL 35124 (referred to below as "Lender").

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

RECORDED 09/06/2002 20020906000426920 PG 1/6 AND MODIFIED OCTOBER 16, 2003 RECORDED 11/07/2003 20031107000742920 PG 1/3 AND MODIFIED 9-22-2004 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 429 WEATHERLY CLUB DR , PELHAM , AL 35124.

MODIFICATION. Lender and Grantor hereby modify the Mortgage as follows:

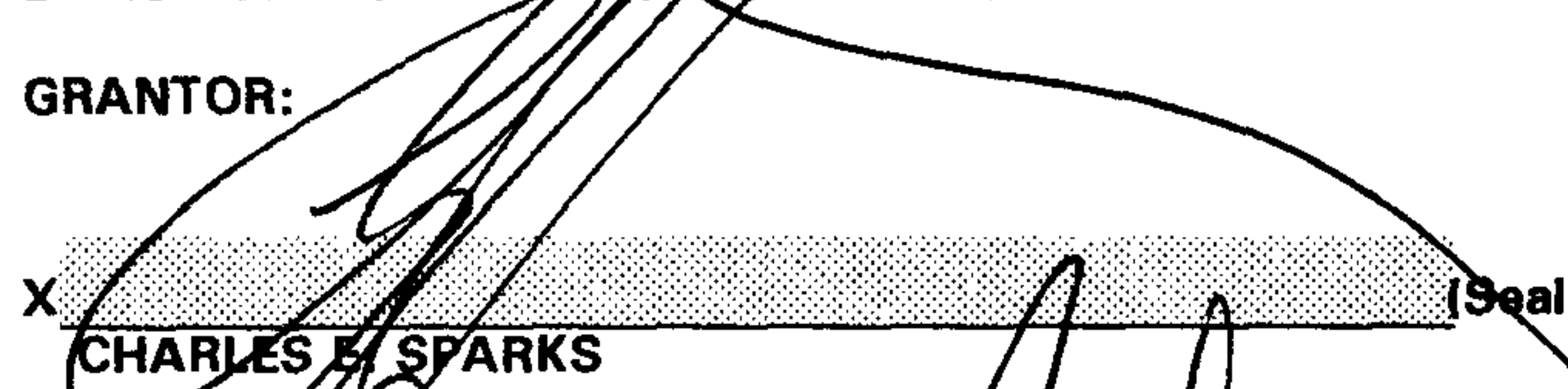
The Credit Limit or maximum principal indebtedness secured by the Mortgage (excluding finance charges, any temporary overages, other charges and any amounts expended or advanced as provided in the Mortgage) is hereby increased from \$214,200 to \$225,000.

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 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.

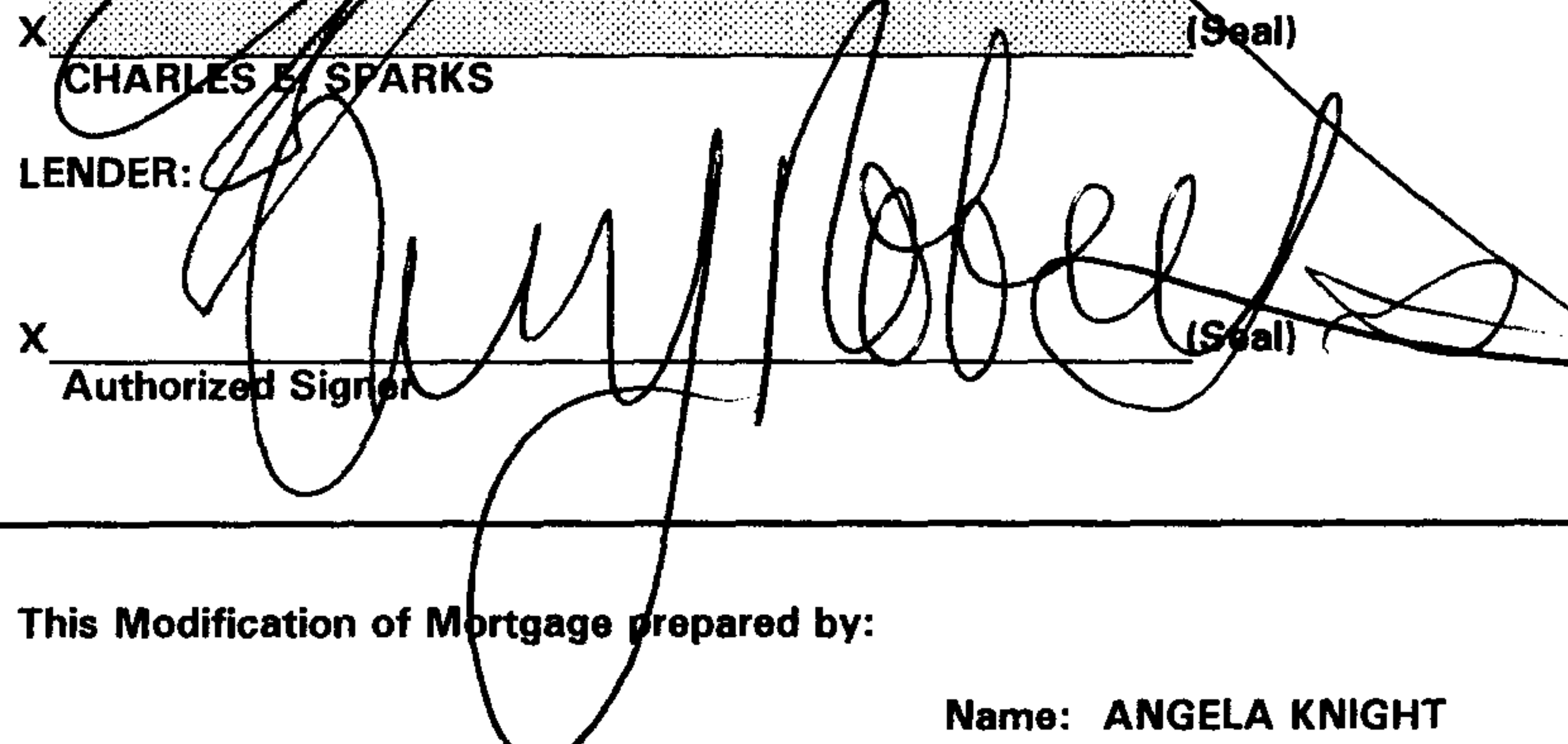
GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED SEPTEMBER 22, 2004.

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  (Seal)
CHARLES E. SPARKS

LENDER:

X  (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

Name: ANGELA KNIGHT
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 **CHARLES E. SPARKS, 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 September, 2004.

Paul Yother
Notary Public

My commission expires PAUL YOTHER
NOTARY PUBLIC
ALABAMA STATE AT LARGE
MY COMMISSION EXPIRES
MARCH 24, 2008

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 22 day of September, 2004.

Linda J. Brown
Notary Public

My commission expires MY COMMISSION EXPIRES
December 11, 2006

SCHEDULE "A"

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

LOT 2708, ACCORDING TO THE SURVEY OF WEATHERLY HIGHLANDS CLUB DRIVE SECTOR, AS RECORDED IN MAP BOOK 27, PAGE 98, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

SUBJECT TO EXISTING EASEMENTS, CURRENT TAXES, RESTRICTION AND COVENANTS, SET-BACK LINES AND RIGHTS OF WAY, IF ANY, OF RECORD.

KNOWN: 429 WEATHERLY CLUB DRIVE

INSTRUMENT: 20020726000346320