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MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated September 20, 2004, is made and executed between **GLORIA J WEBB A/K/A GLORIA JUNE WEBB**, whose address is 139 KENTWOOD LN, ALABASTER, AL 35007 and **CHARLES S WEBB A/K/A CHARLES SCOTT WEBB**, whose address is 139 KENTWOOD LN, ALABASTER, AL 35007; wife and husband (referred to below as "Grantor") and AmSouth Bank, whose address is 1592 Montgomery Highway, Birmingham, AL 35216 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated September 11, 2001 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED IN SHELBY COUNTY AL ON 10-04-2001 IN INSTR# 2001-42929 AND MODIFIED ON 09-20-2004.

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 139 KENTWOOD LN, 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 \$ 39,000.00 to \$ 60,000.00.

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 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 20, 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 Gloria J. Webb (Seal)
GLORIA J WEBB

X Charles S Webb (Seal)
CHARLES S WEBB

LENDER:

X [Signature] (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

Name:
Address:
City, State, ZIP:

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 **GLORIA J WEBB and CHARLES S WEBB, wife and husband**, 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 20th day of September, 2004.

Jessica Duggle
Notary Public

MY COMMISSION EXPIRES AUGUST 11, 2008

My commission expires _____

LENDER 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 ~~Branda Griffith~~
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 20th day of September, 2004.

Jessica Duggle
Notary Public

MY COMMISSION EXPIRES AUGUST 11, 2008

My commission expires _____

SCHEDULE "A"

THE FOLLOWING DESCRIBED REAL ESTATE, SITUATED IN SHELBY COUNTY, ALABAMA:

LOT 46, ACCORDING TO THE RERECORDED SURVEY OF KENTWOOD, FIRST ADDITION, AS RECORDED IN MAP BOOK 19 PAGE 75 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA; BEING SITUATED IN SHELBY COUNTY, ALABAMA.

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

KNOWN: 139 KENTWOOD LANE, ALABASTER, ALABAMA 35007

PARCEL: 232103002046000