

20041203000663660 Pg 1/3 114.50
Shelby Cnty Judge of Probate, AL
12/03/2004 14:08:00 FILED/CERTIFIED

11.09

WHEN RECORDED MAIL TO:



CORKILL, JIM, J

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

20043061222140
070499281568

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

114.50

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated November 8, 2004, is made and executed between **JIM J. CORKILL**, whose address is **3479 MOUNTAINWOOD DR SE, HOOVER, AL 35244**; unmarried (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 April 4, 1998 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED ON 04-16-1998 IN SHELBY COUNTY, AL, INSTR # 1998-13698 AND MODIFIED ON 06-12-1999 IN SHELBY COUNTY, AL, INSTR #1999-31018 AND MODIFIED ON 10-26-2001 IN SHELBY COUNTY, AL, INSTR # 2001-48656 AND MODIFIED ON 11-08-2004.

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 **3479 MOUNTAINWOOD DR SE, HOOVER, AL 35244**.

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 \$60,000 to \$125,000.

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.

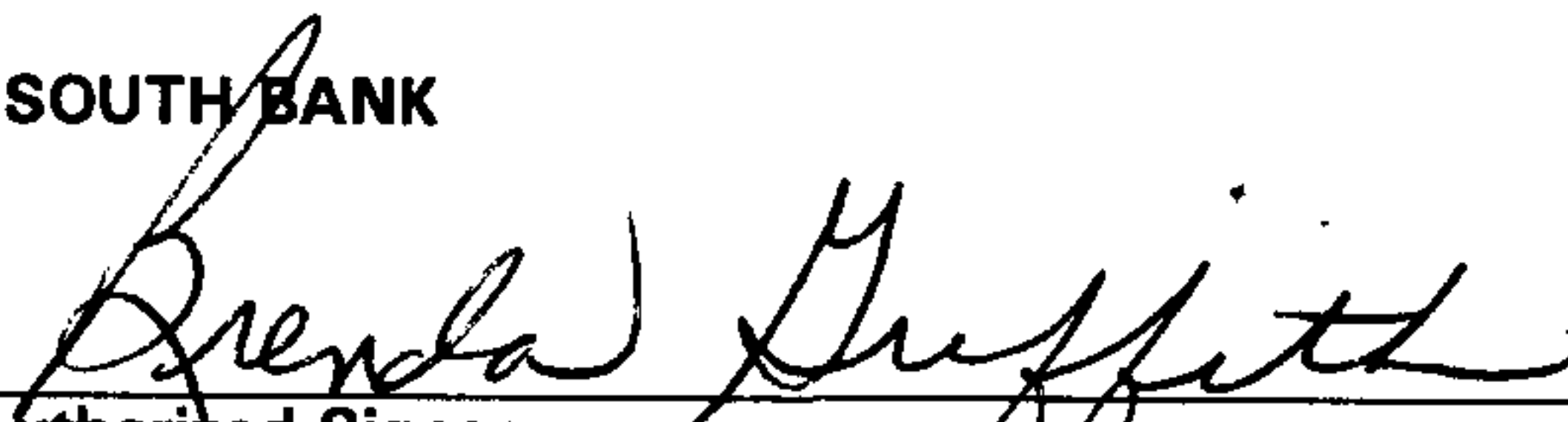
GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED NOVEMBER 8, 2004.

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)
JIM J. CORKILL

LENDER:

AMSOUTH BANK
X  (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

**Name: CASSIE ODEN
Address: P.O. BOX 830721
City, State, ZIP: BIRMINGHAM, AL 35283**

MODIFICATION OF MORTGAGE
(Continued)

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 **JIM J. CORKILL, 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 8th day of November, 20 04.
Joseph A. Dugger
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 Brenda Griffith of
Amsouth Bank 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 8th day of November, 20 04.
Joseph A. Dugger
Notary Public
MY COMMISSION EXPIRES AUGUST 11, 2008
My commission expires _____

SCHEDULE "A"

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

A PARCEL OF LAND CONTAINING 2.5 ACRES, IN THE SW ¼ OF THE NW ¼ OF SECTION 7, TOWNSHIP 20 SOUTH, RANGE 3 WEST, SHELBY COUNTY, ALABAMA, DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF SAID ¼ - ¼ SECTION, THENCE RUN WEST ALONG THE SOUTH ¼ - ¼ LINE 75.97 FEET, THENCE RUN NORTH 41 DEG. 34 MIN. 12 SEC. WEST 254.89 FEET TO THE POINT OF A COUNTER-CLOCKWISE CURVE HAVING A DELTA ANGEL OF 148 DEG. 25 MIN. 39 SEC. AND A RADIUS OF 30.00 FEET AND A TANGENT AND RUN ALONG THE ARC OF SAID CURVE 77.72 FEET ALONG THE NORTHEAST SIDE OF A PAVED ROAD, THENCE RUN NORTH 47 DEG. 19 MIN. 19 SEC. EAST 431.80 FEET TO A POINT ON THE EAST ¼ - ¼ LINE, THENCE RUN SOUTH 00 DEG. 49 MIN. 34 SEC. EAST 598.61 FEET TO THE POINT OF BEGINNING.

KNOWN: 3479 SE MOUNTAINWOOD DR

PARCEL: 13 3070 000 030.000