20041207000669090 Pg 1/3 77.00 Shelby Cnty Judge of Probate, AL 12/07/2004 12:21:00 FILED/CERTIFIED

WHEN RECORDED MAIL TO:



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

200430011163KO 070499385732

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77,00

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated November 19, 2004, is made and executed between STEVEN T. DIERCKS, whose address is 4369 MILNER RD W, BIRMINGHAM, AL 35242 and JACQUELINE L. DIERCKS, whose address is 4369 MILNER RD W, BIRMINGHAM, AL 35242; husband and wife (referred to below as "Grantor") and AmSouth Bank, whose address is 200 Corporate Ridge North, Birmingham, AL 35242 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated August 20, 1999 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED ON 09-07-1999 IN SHELBY COUNTY, ALABAMA IN INSTRUMENT # 1999-37369. AND MODIFIED ON 11-19-2004.

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 4369 MILNER RD W, 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 \$75,000.00 to \$115,000.00.

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 of 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 19, 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:

LENDER:

X JACQUELINE V. DIERCKS

AMSOUTH BANK

Authorized Signer

(Seal)

This Modification of Mortgage prepared by:

Name: ANTOINETTE AUSTIN Address: P.O. BOX 830721

City, State, ZIP: BIRMINGHAM, AL 35283

MODIFICATION OF MORTGAGE (Continued)

Page 2

INDIVIDUAL ACKNOWLEDGMENT	
STATE OF Clabone	}
) SS
COUNTY OF SLUBS	}
I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that STEVEN T. DIERCKS and JACQUELINE L. DIERCKS, husband and wife, 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	
Given under my nand and omcial seal this	
My commission expires	Notary Public
LENDER ACKNOWLEDGMENT	
STATE OF Alabama	
) SS
COUNTY OF Shalby)
I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that 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 4	day of 사이~~~ be , 20 연년 . ,
NOTARY PUBLIC STATE OF ALABAMA AT LA MY COMMISSION EXPIRES: Oct 15, 20 My commission expires BONDED THRU NOTARY PUBLIC UNDERWRIT	Notary Public Notary Public

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SCHEDULE "A"

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

LOT 86, ACCORDING TO THE FINAL RECORD PLAT OF GREYSTONE FARMS, MILNER'S CRESCENT SECTOR, PHASE 3, AS RECORDED IN MAP BOOK 23, PAGE 71, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA; BEING SITUATED IN SHELBY COUNTY, ALABAMA.

KNOWN: 4369 MILNER ROAD, WEST

PARCEL: 038330009018000