

11-23-04

WHEN RECORDED MAIL TO:



DIERCKS, STEVEN, T

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

2004300 1116340
070499 385732

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

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 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 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:

X  (Seal)
STEVEN T. DIERCKS

X  (Seal)
JACQUELINE L. DIERCKS

LENDER:

AMSOUTH BANK

X  (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

Name: ANTOINETTE AUSTIN
Address: P.O. BOX 830721
City, State, ZIP: BIRMINGHAM, AL 35283

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