

20050113000022530 Pg 1/3 103.85
Shelby Cnty Judge of Probate, AL
01/13/2005 14:39:00 FILED/CERTIFIED

12/21

WHEN RECORDED MAIL TO:

JENNINGS, JOY S

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

20042931210560
432713 000 00 50870

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

103.85

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated December 17, 2004, is made and executed between JOY S JENNINGS, whose address is 4067 SOMERSET RIDGE, BIRMINGHAM, AL 35242 and SEAVY F JENNINGS, whose address is 4067 SOMERSET RIDGE, BIRMINGHAM, AL 35242; wife and husband (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 October 7, 2003 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED OCTOBER 31 2003, SHELBY COUNTY ALABAMA, INSTRUMENT #2003103100728240
MODIFIED 12-17-04.

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 4067 SOMERSET RIDGE, BIRMINGHAM, AL 35242.

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

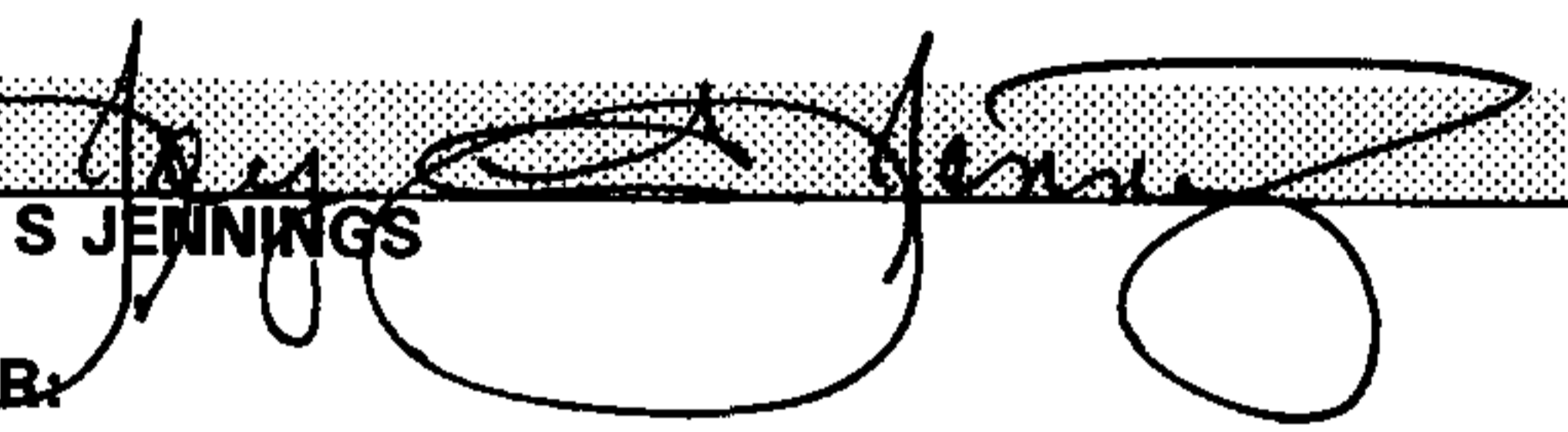
The Credit Limit or maximum principal indebtedness secured by the Mortgage (excluding finance charges, any temporary overages, other charges and any amounts expended or advanced as provided in the Mortgage) is hereby increased from \$92,100.00 to \$150,000.00.

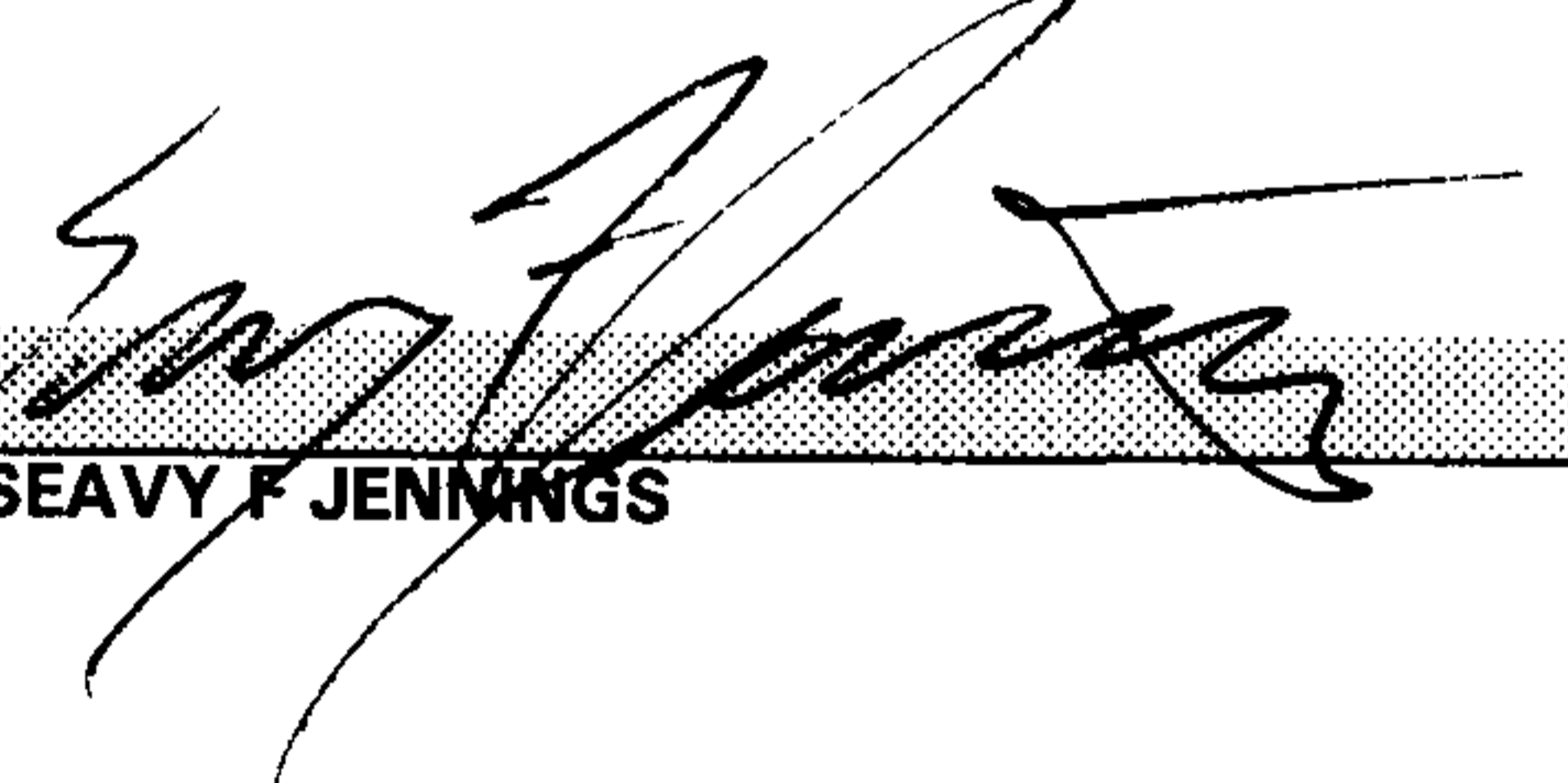
CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right 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 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 DECEMBER 17, 2004.

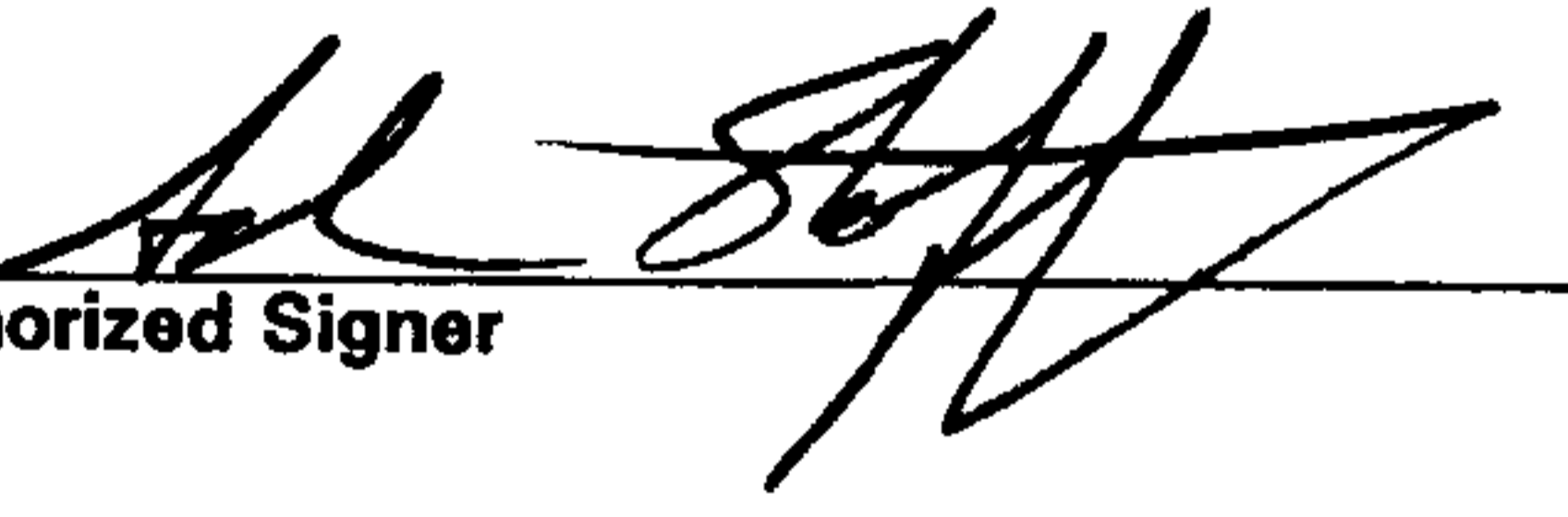
THIS MODIFICATION IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS MODIFICATION IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.

GRANTOR:

X  (Seal)
JOY S JENNINGS
LENDER:

X  (Seal)
SEAVY F JENNINGS

AMSOUTH BANK

X  (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

Name: Suzanne Coker
Address: P.O. Box 820721
City, State, ZIP: Birmingham, AL 35283

MODIFICATION OF MORTGAGE
(Continued)

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 JOY S JENNINGS and SEAVY F JENNINGS, 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 17 day of December, 2004.

[Signature]
Notary Public

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Oct 15, 2008
BONDED THRU NOTARY PUBLIC UNDERWRITERS

My commission expires

LENDER 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 Adam Stoffman 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 17 day of December, 2004.

[Signature]
Notary Public

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Oct 15, 2008
BONDED THRU NOTARY PUBLIC UNDERWRITERS

My commission expires

SCHEDULE "A"

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

LOT 1175-A, ACCORDING TO A RESURVEY OF LOTS 1175 AND 1176, BROOK HIGHLAND, 11TH SECTOR, PHASE II, AS RECORDED IN MAP BOOK 22, PAGE 119, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

KNOWN: 4067 SOMERSET RIDGE

PARCEL: 039300002001146