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WHEN RECORDED MAIL TO:



CAPPS, RICHARD K

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

20050041552520  
07049924442

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

77.00

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated January 7, 2005, is made and executed between RICHARD K. CAPPS, whose address is 435 CHASE PLANTATION PKWY, HOOVER, AL 35244 and SUSAN L. DUMOND, whose address is 435 CHASE PLANTATION PKWY, HOOVER, AL 35244; husband and wife (referred to below as "Grantor") and AmSouth Bank, whose address is 1849 Highway 31 South, Birmingham, AL 35244 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated December 16, 1997 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED 01-12-1998 INSTRUMENT NUMBER 1998-00973 AND MODIFIED 01-07-2005.

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 435 CHASE PLANTATION PKWY, 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 \$48,000 to \$88,000.

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 endorser 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 JANUARY 7, 2005.

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 Richard K. Capps (Seal)  
RICHARD K. CAPPS

X Susan L. Dumond (Seal)  
SUSAN L. DUMOND

LENDER:

AMSOUTH BANK Donna Hays  
X [Signature] (Seal)  
Authorized Signer

This Modification of Mortgage prepared by:

Name: LAURAL MESSNER  
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 **RICHARD K. CAPPS and SUSAN L. DUMOND, 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 7 day of January, 20 05  
Susan L. Walker  
Notary Public

NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: Mar 21, 2005  
BONDED THRU NOTARY PUBLIC UNDERWRITERS  
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 Donna Hayes  
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 7 day of January, 20 05  
Vi Don  
Notary Public

My commission expires 4/14/06

## **SCHEDULE "A"**

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

**THE NORTHERLY 22.08 FEET OF LOT 35 AND THE SOUTHERLY 2 FEET OF LOT  
36 ACCORDING TO THE SURVEY OF CHASE PLANTATION, 4<sup>TH</sup> SECTOR, AS  
RECORDED MAP BOOK 9, PAGE 156 A & B IN THE OFFICE OF THE JUDGE OF  
PROBATE OF SHELBY COUNTY, ALABAMA.**

**KNOWN: 435 CHASE PLANTATION PARKWAY**

**PARCEL: 117260001055077**