20050406000160120 1/3 $48.00
Shelby Cnty Judge of Probate,AL
04/06/2005 01:51:29PM FILED/CERT

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WHEN RECORDED MAIL TO:

BOYETTE, JIMMY T

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

200506213181 70
07110007952 4

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

47.00

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated March 10, 2005, is made and executed between JIMMY T BOYETTE, A/K/A JIMMY BOYETTE, whose address is 2821 BENTON ST, HELENA, AL 35080; unmarried (referred to below as "Grantor") and AmSouth Bank, whose address is 4915 Highway 17, Helena, AL 35080 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated February 18, 2004 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED IN INST#20040312000129100 MARCH 12, 2004 SHELBY COUNTY, ALABAMA; MODIFIED MARCH 10, 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 2821 BENTON ST, HELENA, AL 35080.

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 $15,000 to $35,000.

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 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 MARCH 10, 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 Jimmy T Boyette (Seal)
JIMMY T BOYETTE

LENDER:

AMSOUTH BANK

X Carrie E. Fletcher (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

Name: SHAWANA SUMMERVILLE
Address: P.O. BOX 830721
City, State, ZIP: BIRMINGHAM, AL 35283

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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 **JIMMY T BOYETTE, 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 10 **day of** March, 2005.

Ellen Teresa Jemes
Notary Public

My commission expires NOTARY PUBLIC STATE OF ALABAMA AT LARGE MY COMMISSION EXPIRES: Oct 4, 2008 BONDED THRU NOTARY PUBLIC UNDERWRITERS

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 AmSouth Bank Caroline E. Fletcher 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 10 **day of** March, 2005.

Ellen Teresa Jemes
Notary Public

My commission expires NOTARY PUBLIC STATE OF ALABAMA AT LARGE MY COMMISSION EXPIRES: Oct 4, 2008 BONDED THRU NOTARY PUBLIC UNDERWRITERS

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SCHEDULE "A"

LOTS 1, 2 AND THE NORTH 57.5 FEET OF LOT 3,IN BLOCK 3,ACCORDING TO THE SURVEY OF SHELENA ESTATES, AS RECORDED IN MAP BOOK 5, PAGE 25, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

KNOWN: **2821 BENTON ST**

PARCEL: **135214002011000**