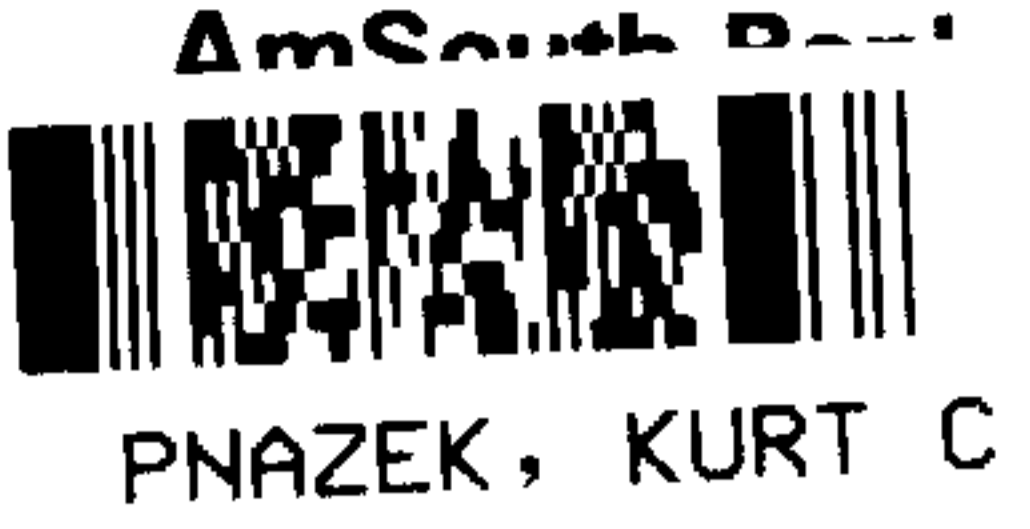




20050531000259940 1/3 \$117.00
Shelby Cnty Judge of Probate, AL
05/31/2005 07:53:49AM FILED/CERT

WHEN RECORDED MAIL TO:



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

20051161028470

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

070499349423

117.00

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated May 3, 2005, is made and executed between **KURT C PNAZEK**, whose address is 111 CHESTNUT DR, ALABASTER, AL 35007 and **SUSAN H PNAZEK a/k/a SUSAN HUMPHRIES PNAZEK**, whose address is 111 CHESTNUT DR, ALABASTER, AL 35007; husband and wife (referred to below as "Grantor") and **AmSouth Bank**, whose address is 1235 First Street North, Alabaster, AL 35007 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated November 8, 1999 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED DECEMBER 1 1999, SHELBY COUNTY ALABAMA, INSTR #1999-48466
MODIFIED MAY 3 2005.

REAL PROPERTY DESCRIPTION. The Mortgage covers the following described real property located in SHELBY County, State of Alabama:

See SCHEDULE 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 111 CHESTNUT DR, ALABASTER, AL 35007.

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 \$19,000.00 to \$85,000.00.

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 MAY 3, 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 (Seal)
KURT C PNAZEK

X (Seal)
SUSAN H PNAZEK

LENDER:

AMSOUTH BANK

X (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

Name:
Address:
City, State, ZIP:

MODIFICATION OF MORTGAGE
(Continued)

INDIVIDUAL ACKNOWLEDGMENT

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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 **KURT C PNAZEK and SUSAN H PNAZEK, 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 3 day of MAY, 2005.

Gloria Faye Gause
Notary Public
Gloria Faye Gause

My commission expires 5-7-06

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 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 3 day of MAY, 2005.

Gloria Faye Gause
Notary Public
Gloria Faye Gause

My commission expires 5-7-06



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SCHEDULE "A"

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

COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 21 SOUTH, RANGE 3 WEST; THENCE RUN NORTHWARDLY ALONG THE WEST LINE THEREOF FOR A DISTANCE OF 488.02 FEET (DEED), 488.58 FEET (MEAS.); THENCE TURN AN ANGLE TO THE RIGHT OF 109 DEG 52 MIN 04 SEC (DEED), 109 DEG 50 MIN 46 SEC (MEAS.) FOR A DISTANCE OF 413.62 FEET TO THE POINT OF BEGINNING OF LOT 3 OF DOGWOOD FOREST, AN UNRECORDED SUBDIVISION, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

CONTINUE ALONG THE LAST DESCRIBED COURSE FOR A DISTANCE OF 439.27 FEET TO THE WESTERLY RIGHT OF WAY LINE OF CHESTNUT DRIVE; THENCE TURN AN ANGLE TO THE LEFT OF 67 DEG 58 MIN 51 SEC AND RUN ALONG SAID RIGHT OF WAY FOR A DISTANCE OF 237.14 FEET; THENCE TURN AN ANGLE TO THE LEFT OF 90 DEG 00 MIN 20 SEC FOR A DISTANCE OF 407.25 FEET; THENCE TURN AN ANGLE TO THE LEFT FOR 90 DEG 00 MIN 00 SEC FOR A DISTANCE OF 401.81 FEET TO THE POINT OF BEGINNING. SITUATED IN SHELBY COUNTY, ALABAMA.

KNOWN: 111 CHESTNUT DR

PARCEL: 23624000001058