20050615000293090 1/3 $61.00
Shelby Cnty Judge of Probate, AL
06/15/2005 10:38:15AM FILED/CERT

WHEN RECORDED MAIL TO:

DURRETT, RL AKA DURR

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

2005131075 5190

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

070499 818 872

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated May 17, 2005, is made and executed between RL DURRETT, AKA ROBERT L DURRETT, whose address is 1466 FALLING ROCK CIR , ALABASTER, AL 35007 and LINDA DURRETT, AKA LINDA G DURRETT, whose address is 1466 FALLING ROCK CIR , ALABASTER, AL 35007; husband and wife (referred to below as "Grantor") and AmSouth Bank, whose address is 3725 Highway 14, Millbrook, AL 36054 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated June 25, 2002 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED IN SHELBY COUNTY AL RECORDED DATE 07-2-02 INSTURMENT NUMBER 20020712000324310 MOD 05-17-05.

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 1466 FALLING ROCK CIR , 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 $36,000 to $64,000.

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 MAY 17, 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 R L Durrett (Seal)
RL DURRETT

X Linda Durrett (Seal)
LINDA DURRETT

LENDER:

AMSOUTH BANK

X Tammera Hill (Seal)
Authorized Signer Branch Assistant

This Modification of Mortgage prepared by:

Name: SHEILA PARKER
Address: P.O. BOX 830721
City, State, ZIP: BIRMINGHAM, AL 35283

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 **RL DURRETT and LINDA DURRETT, 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 17 **day of** May, 20 05

Gloria Faye Gouge
Notary Public
Gloria Faye Gouge

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 Jammera Hill 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** MAY, 20 05

Gloria Faye Gouge
Notary Public
Gloria Faye Gouge

My commission expires 5·7·06

LASER PRO Lending, Ver. 5.25.30.001 Copr. Harland Financial Solutions, Inc. 1997, 2005. All Rights Reserved. - AL S:\CFI\LPL\G201.FC TR-187843 PR-19

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20050615000293090 3/3 $61.00
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SCHEDULE "A"

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

LOT 19, ACCORDING TO NAVAJO HILLS, 7TH SECTOR, AS RECORDED IN MAP BOOK 7 PAGE 95 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA; BEING SITUATED IN SHELBY COUNTY, ALABAMA.
MINERAL AND MINING RIGHTS EXCEPTED.

SUBJECT TO:
BUILDING SET BACK LINE OF 35 FEET RESERVED FROM FALLING ROCK CIRCLE AS SHOWN BY RECORDED PLAT.
RESTRICTIONS, COVENANTS AND CONDITIONS AS SET OUT IN MISC. BOOK 32 PAGE 221 IN PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

KNOWN: **1466 FALLING ROCK CIR**

PARCEL: **138274001046034**