



20050727000376470 1/4 \$80.00
Shelby Cnty Judge of Probate, AL
07/27/2005 10:54:25AM FILED/CERT

This instrument was prepared by

THE BANK-JENNIFER STINSON (name)

17 20TH STREET NORTH, BIRMINGHAM, AL 35203 (address)

State of Alabama

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MODIFICATION OF MORTGAGE

DATE AND PARTIES. The date of this Real Estate Modification (Modification) is 06-22-2005.

The parties and their addresses are:

MORTGAGOR: ROBERT A. ENOCH AND MARY ANN ENOCH, HUSBAND AND WIFE
960 PARADISE POINT DR
COLUMBIANA, AL 35051-9428



ENOCH, ROBERT A

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

LENDER: THE BANK
ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF ALABAMA
17 NORTH 20TH STREET
BIRMINGHAM, AL 35203

BACKGROUND. Mortgagor and Lender entered into a Security Instrument dated 04-17-2000 and recorded on 04-25-2000. The Security Instrument was recorded in the records of SHELBY County, Alabama at JUDGE OF PROBATE OFFICE AS INSTRUMENT #2000-13384.

The property is located in SHELBY County at 960 PARADISE POINT DRIVE, COLUMBIANA, AL 35051.

Described as:

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF FOR ALL PURPOSES

MODIFICATION. For value received, Mortgagor and Lender agree to modify the original Security Instrument. Mortgagor and Lender agree that this Modification continues the effectiveness of the original Security Instrument. The Security Instrument was given to secure the original debts and obligations (whether identified as Secured Debts, Sums Secured, or otherwise) that now have been modified. Together with this Modification, the Security Instrument now secures the following debts and all extensions, renewals, refinancings, modifications and replacements. *(Include items such as borrower's name, note or contract amounts, interest rates (whether variable), maturity dates, etc.)*

MODIFICATION TO ORIGINAL MORTGAGE DATED 04/17/2000, RECORDED 04/25/2000, I/N/O ROBERT A. ENOCH AND MARY ANN ENOCH, I/A/O \$30,000.00 RECORDED AS INSTRUMENT #2000-13384 IN THE JUDGE OF PROBATE OFFICE OF SHELBY COUNTY, ALABAMA TO INCREASE THE MORTGAGE AMOUNT TO \$70,000.00

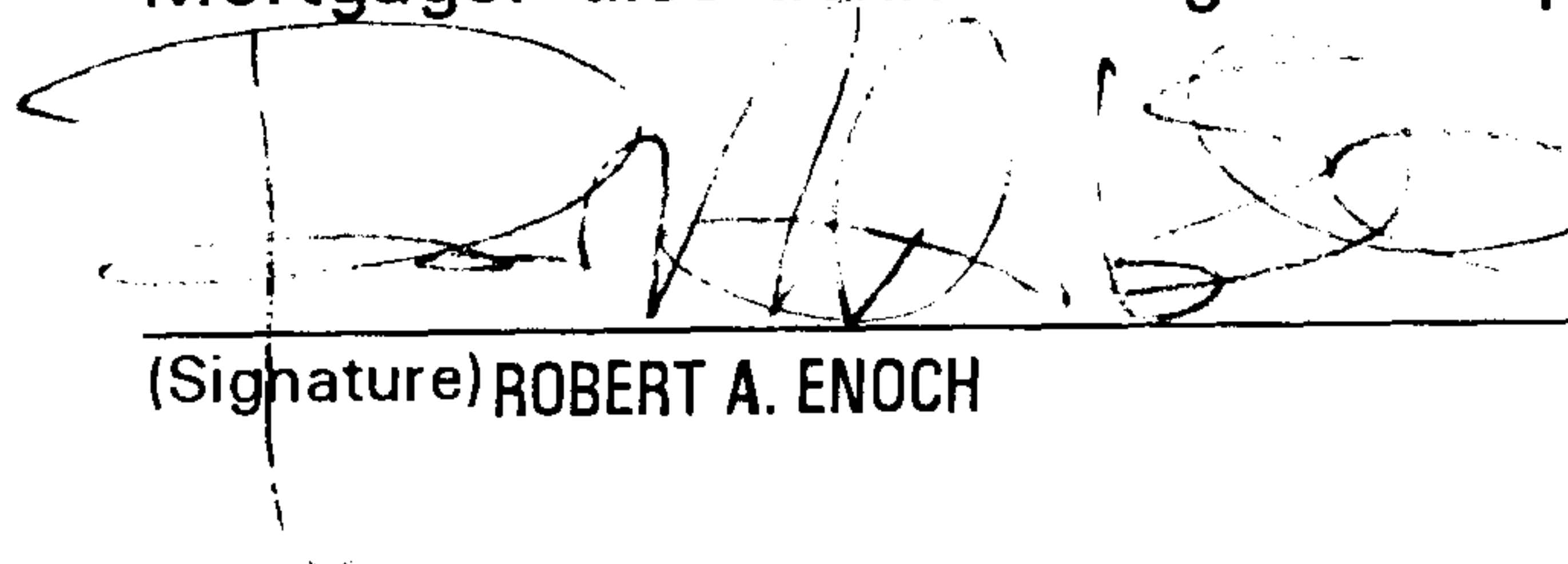
20050727000376470 2/4 \$80.00
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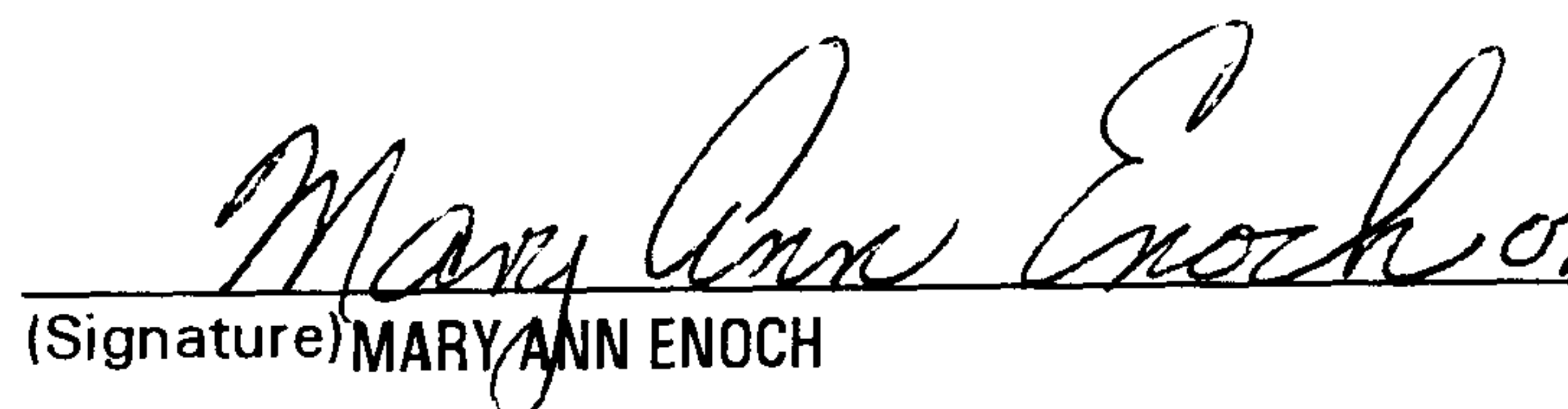
☒ **MAXIMUM OBLIGATION LIMIT.** The total principal amount secured by the Security Instrument at any one time will not exceed \$70,000.00 ☒ which is a \$40,000.00 ☒ increase ☐ decrease in the total principal amount secured. This limitation of amount does not include interest and other fees and charges validly made pursuant to the Security Instrument. Also, this limitation does not apply to advances made under the terms of the Security Instrument to protect Lender's security and to perform any of the covenants contained in the Security Instrument.

WARRANTY OF TITLE. Mortgagor warrants that Mortgagor is or will be lawfully seized of the estate conveyed by the Security Instrument and has the right to grant, bargain, convey, sell, and mortgage the property. Mortgagor also warrants that such same property is unencumbered, except for encumbrances of record.

CONTINUATION OF TERMS. Except as specifically amended in this Modification, all terms of the Security Instrument remain in effect.

SIGNATURES: By signing below, Mortgagor agrees to the terms and covenants contained in this Modification. Mortgagor also acknowledges receipt of a copy of the Modification.

 07-05-05 (Seal)
(Signature) ROBERT A. ENOCH (Date)

 07-05-05 (Seal)
(Signature) MARY ANN ENOCH (Date)

(Signature) (Date) (Seal)

(Signature) (Date) (Seal)

(Signature) (Date) (Seal)

(Signature) (Date) (Seal)

(Witness as to all signatures)

(Witness as to all signatures)

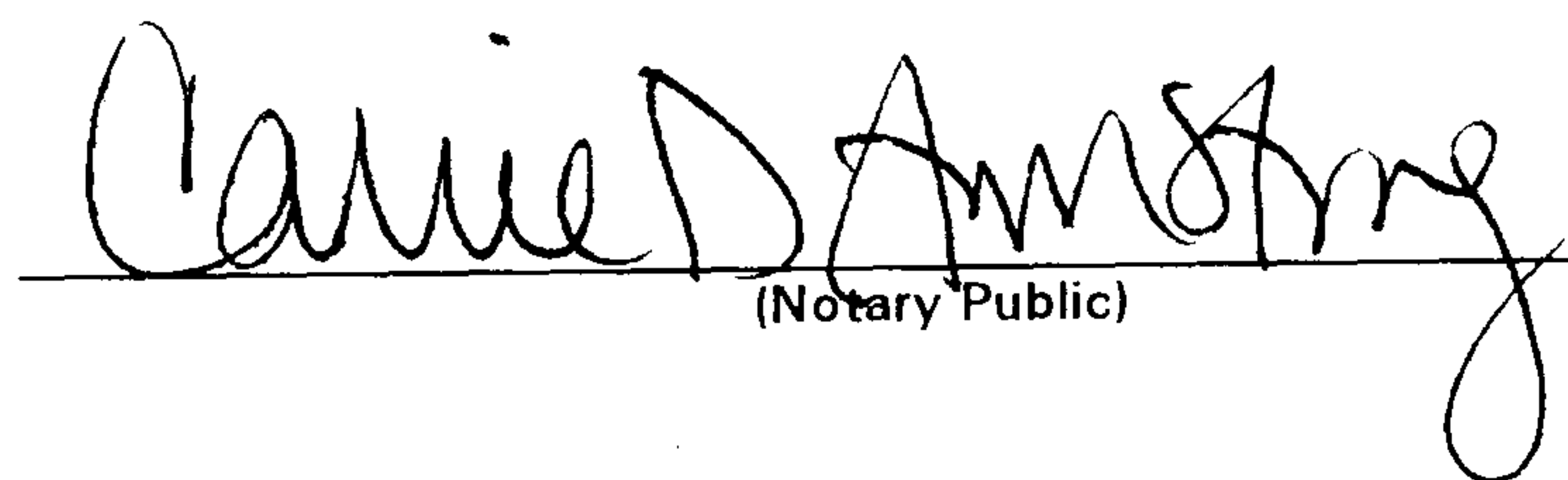
ACKNOWLEDGMENT:

STATE OF ALABAMA, COUNTY OF _____ } ss.

(Individual) I, a notary public, hereby certify that ROBERT A. ENOCH; MARY ANN ENOCH, HUSBAND AND WIFE whose name(s) is/are signed to the foregoing conveyance, and who is/are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he/she/they executed the same voluntarily on the day the same bears date. Given under my hand this 22ND 5th day of JULY ~~JUNE~~, 2005.

My commission expires:

(Seal)


(Notary Public)

THE BANK 17 NORTH 20TH STREET BIRMINGHAM, AL 35203 LENDER'S NAME AND ADDRESS "You" means the Lender, its successors and assigns.	ROBERT A. ENOCH AND MARY ANN ENOCH 960 PARADISE POINT DR COLUMBIANA, AL 35051-9428	CIF# E0011250 Loan Number 60428481 Date 06-22-2005 Maturity Date 06-27-2015 Loan Amount \$ 70,000.00 LO/LP TWR/JES
	BORROWER'S NAME AND ADDRESS "I" includes each Borrower above.	

WAIVER OF HOMESTEAD EXEMPTION

I have executed a Note dated 06-22-2005 evidencing a loan from you in the amount of 70,000.00. In connection with the Note, I have executed a ☐ Security Agreement ☒ Mortgage dated 04-17-2000 under the terms of which I give you certain rights under the laws of this state in the following described Homestead Property:
 SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF FOR ALL PURPOSES

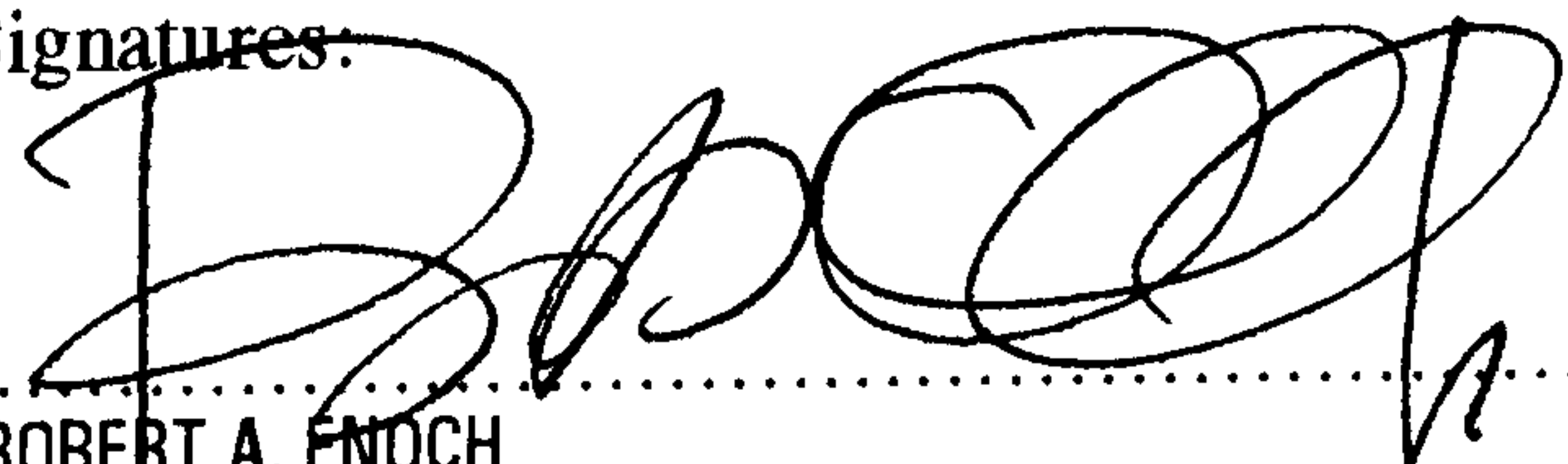

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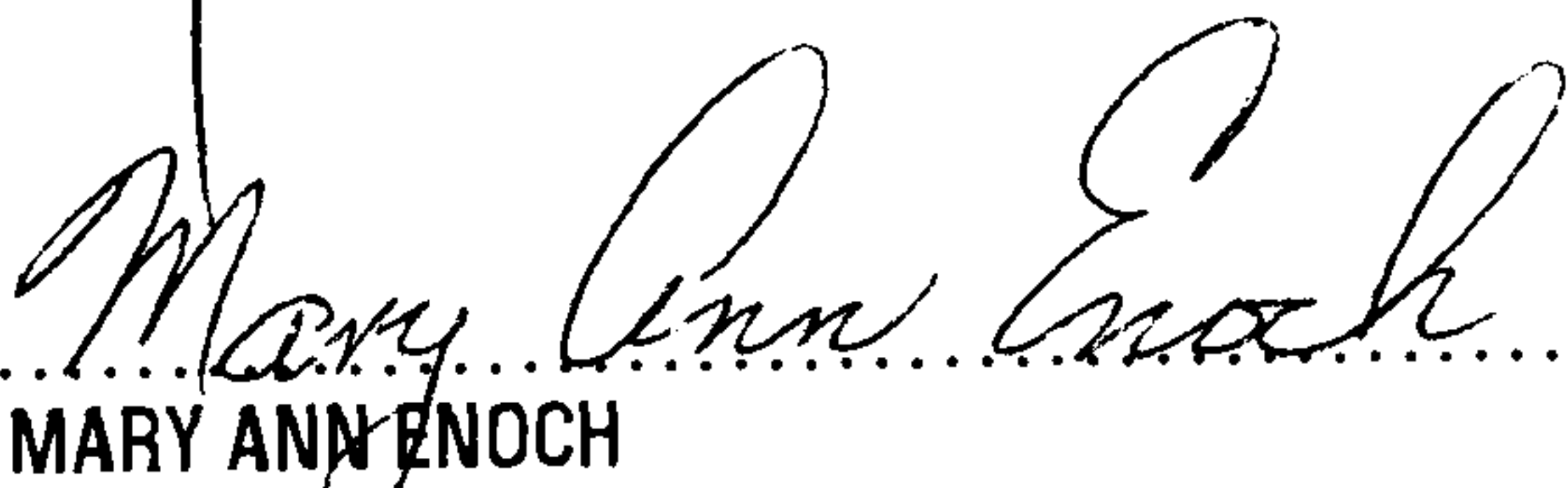
By signing below, I hereby waive any and all homestead rights and exemptions in the Homestead Property, as granted under the Constitution and laws of the State of Alabama, for as long as I occupy the Homestead Property as a principal residence.

In witness whereof, I have signed my name and affixed my seal on 06-22-2005

Witnesses:

Signatures:


(Seal)
 ROBERT A. ENOCH -Borrower


(Seal)
 MARY ANN ENOCH -Borrower

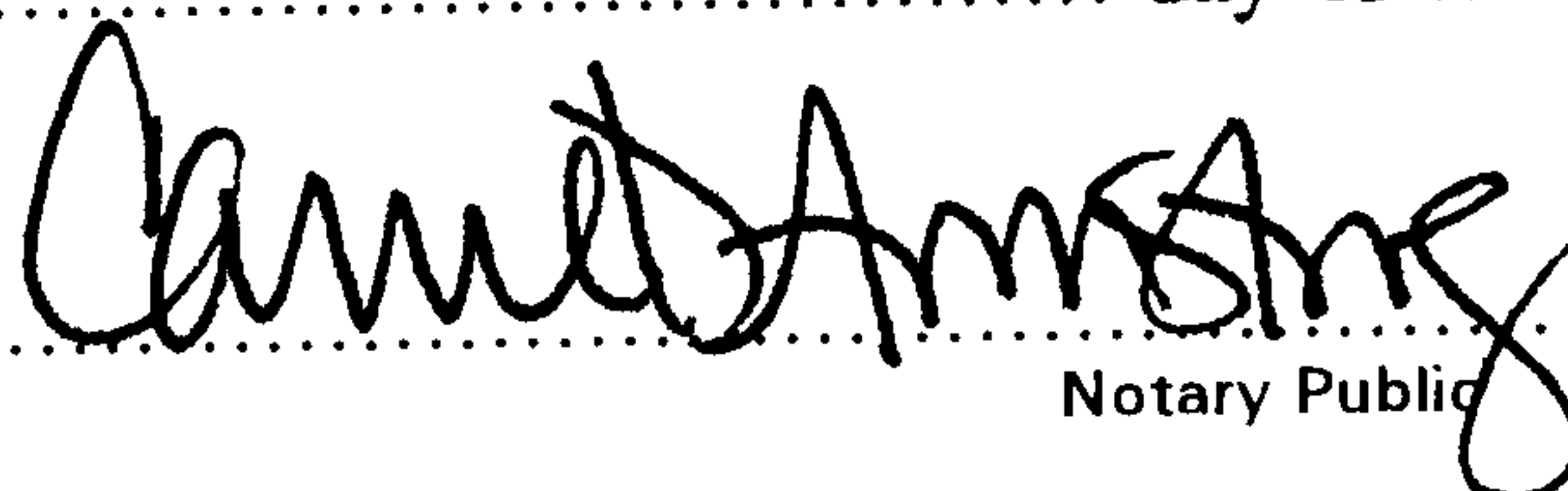
[Space Below This Line For Acknowledgment]

The State of Alabama

County

I Carrie D. Armstrong
 hereby certify that ROBERT A. ENOCH AND MARY ANN ENOCH
 whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, (s)he executed the same voluntarily on the day the same bears date. Given under my hand this 22ND day of JUNE, 2005

My commission expires:


 Notary Public



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SCHEDULE "A"

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

STATE OF ALABAMA, COUNTY OF SHELBY,

**LOT 6, ACCORDING TO THE SURVEY OF PARADISE ESTATES, SECTOR II, AS
RECORDED IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY,
ALABAMA, IN MAP BOOK 13, PAGE 124.**

KNOWN: 960 PARADISE POINT DRIVE

PARCEL: 301010001001003