

3/23

WHEN RECORDED MAIL TO:



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

AWE, DUANE W

20040771222360  
43271300000 22437

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

46.70

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated March 22, 2004, is made and executed between DUANE W AWE, whose address is 4916 MOUNTAIN VIEW PKWY, HOOVER, AL 35244 and JUDITH A AWE, whose address is 4916 MOUNTAIN VIEW PKWY, HOOVER, AL 35244; husband and wife (referred to below as "Grantor") and AmSouth Bank, whose address is 102 Inverness Plaza, Birmingham, AL 35243 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated October 30, 2002 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

DATED 10-30-2002, RECORDED 11-12-2002, SHELBY CO, AL, #20021112000562420; AND MODIFIED ON 3/22/2004.

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 4916 MOUNTAIN VIEW 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 \$20,000.00 to \$39,750.00.


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 MARCH 22, 2004.

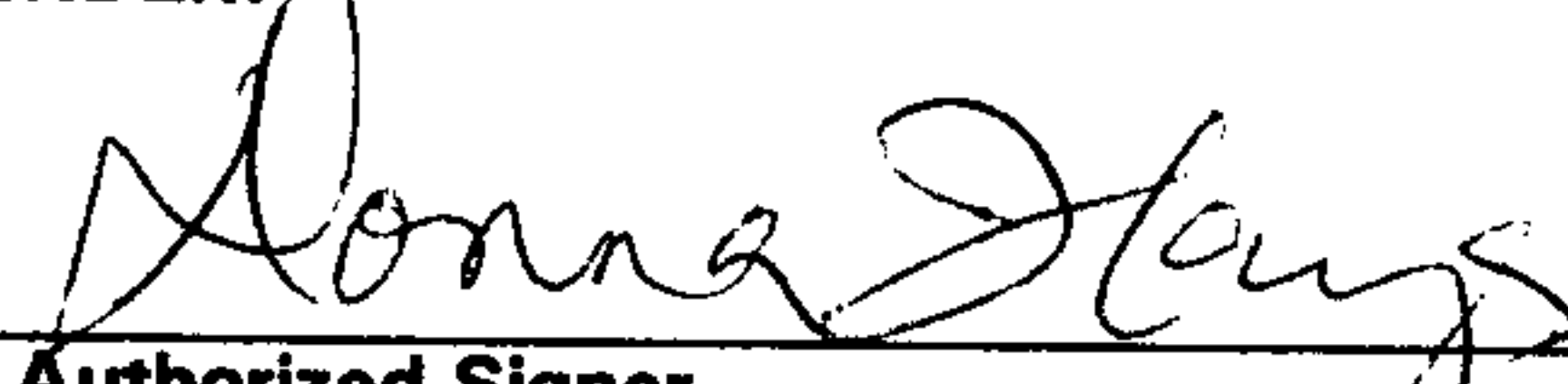
THIS MODIFICATION IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS MODIFICATION IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.

GRANTOR:

X  (Seal)  
DUANE W AWE

X  (Seal)  
JUDITH A AWE

LENDER:

X  (Seal)  
Authorized Signer

This Modification of Mortgage prepared by:

Name: LEAH B DAVIS  
Address: P.O. BOX 830721  
City, State, ZIP: BIRMINGHAM, AL 35283

MODIFICATION OF MORTGAGE  
(Continued)

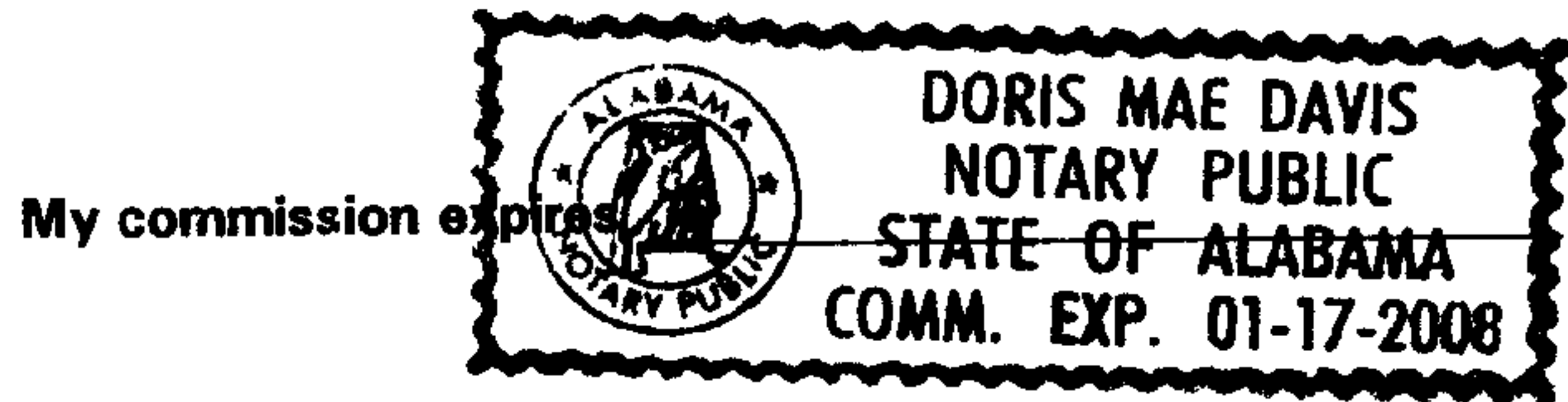
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INDIVIDUAL ACKNOWLEDGMENT

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 **DUANE W AWE and JUDITH A AWE, 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 22nd day of March, 2006  
[Signature]  
Notary Public



LENDER ACKNOWLEDGMENT

STATE OF Alabama )  
 ) SS  
COUNTY OF Shelby at large )

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 22nd day of March, 2006  
[Signature]  
Notary Public

My commission expires June 25, 2006

## **SCHEDULE "A"**

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

**LOT 5, BLOCK 2, ACCORDING TO THE SURVEY OF GROSS'S ADDITION TO ALTADENA SOUTH, 1<sup>ST</sup> PHASE OF 1<sup>ST</sup> SECTOR, AS RECORDED IN MAP BOOK 5, PAGE 122, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.**

**ALSO PART OF LOT 4, BLOCK 2, 1<sup>ST</sup> PHASE OF 1<sup>ST</sup> SECTOR AS RECORDED IN MAP BOOK 5, PAGE 122, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA, MORE PARTICULARLY DESCRIBED AS BEING THE SOUTHWEST 20 FEET, BEGINNING AT THE MOST EASTERLY CORNER OF LOT 5; THENCE IN A NORTHEASTERLY DIRECTION ALONG THE NORTHWEST LINE OF MOUNTAIN VIEW ROAD PARKWAY FOR 20 FEET; THENCE 90 DEG. LEFT AND RUN NORTHWEST AND PARALLEL TO THE NORTHEAST LINE OF LOT 5 A DISTANCE OF 422 FEET, MORE OR LESS, TO THE CENTERLINE OF ACTON CREEK; THENCE SOUTHWEST ALONG THE CENTERLINE OF SAID CREEK A DISTANCE OF 20 FEET, MORE OR LESS, TO THE MOST WESTERLY CORNER OF LOT 5; THENCE IN A SOUTHEASTERLY DIRECTION ALONG THE NORTHEAST LINE OF LOT 5 A DISTANCE OF 422 FEET, MORE OR LESS, TO THE POINT OF BEGINNING; BEING SITUATED IN SHELBY COUNTY, ALABAMA.**

**SOURCE OF TITLE: DEED INSTRUMENT # 19951107000321051**

**KNOWN      4916 MOUNTAIN VIEW PARKWAY**