200407300000425260 Pg 1/3 138.00 Shelby Cnty Judge of Probate, AL 07/30/2004 13:54:00 FILED/CERTIFIED

WHEN RECORDED MAIL TO:

BISIGNANI, TAB

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

20041611430080

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

138.00

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated July 9, 2004, is made and executed between TAB BISIGNANI, whose address is 365 GREYSTONE GLEN CIR, BIRMINGHAM, AL 35242 and GREER W BISIGNANI, AKA GREER WRIGHT BISIGNANI, whose address is 365 GREYSTONE GLEN CIR, BIRMINGHAM, AL 35242; husband and wife (referred to below as "Grantor") and AmSouth Bank, whose address is 200 Corporate Ridge North, Birmingham, AL 35242 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated August 12, 2003 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED ON 8/22/2003 IN THE JUDGE OF PROBATE OFFICE OF SHELBY COUNTY, ALABAMA, 20030822000556840 PG 6/6 AND MODIFIED ON 7/9/2004.

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 365 GREYSTONE GLEN CIR, BIRMINGHAM, AL 35242.

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 \$70,000.00 to \$150,000.00.

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 JULY 9, 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:

LENDER:

TAB BISIGNANI

Authorized Signer

This Modification of Mortgage prepared by:

Name: TAMIKO CONNER Address: P.O. BOX 830721

City, State, ZIP: BIRMINGHAM, AL 35283

## MODIFICATION OF MORTGAGE (Continued)

Page 2

INDIVIDUAL ACKNOWLEDGMENT		
STATE OF Alandara		
COUNTY OF	) SS }	
I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that TAB BISIGNANI and GREER W BISIGNANI, 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	day of	12
NOTARY PUBLIC STATE OF ALABAMA AT LARGE MY COMMISSION EXPERS: Pub 13, 2008 My commission expires possess supplies to the state of the s		
LENDER ACKNOWLEDGMENT		
STATE OF	<b>)</b>	
COUNTY OF	) SS )	Amy Roberts
I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that  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	2 day of	5n/y, 2004.
My commission expires  NOTABLY PUBLIC STATE OF ALABAM NOTABLY PUBLIC UNITS NOTABLY PUBLIC UNI	Tal man.	Notary Public

## SCHEDULE "A"

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

LOT 19-A, ACCORDING TO A RESURVEY OF LOTS 18 THROUGH 21 & 33 THROUGH 35, OF THE GLEN ESTATES, AS RECORDED IN MAP BOOK 19, PAGE 57 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA; BEING SITUATED IN SHELBY COUNTY, ALABAMA.

KNOWN: 365 GREYSTONE GLEN CIRCLE

PARCEL: 0055083092040002002016