20050201000046920 Pg 1/3 63.00 Shelby Cnty Judge of Probate, AL 02/01/2005 07:43:00 FILED/CERTIFIED

## WHEN RECORDED MAIL TO:



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

2004 309 1104381 070499693335

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated January 4, 2005, is made and executed between ROGER D RADER, whose address is 3516 CHESHIRE DR, BIRMINGHAM, AL 35242 and LINDA S RADER, whose address is 3516 CHESHIRE DR, 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 November 26, 2001 (the "Mortgage") which has been recorded in JEFFERSON County, State of Alabama, as follows:

RECORDED IN INST#2001-53800 DECEMBER 10, 2001; MODIFIED JANUARY 13, 2003 RECORDED IN INST#20030128000050300 JANUARY 28, 2003 SHELBY COUNTY, ALABAMA; MODIFIED JANUARY 4, 2005.

REAL PROPERTY DESCRIPTION. The Mortgage covers the following described real property located in JEFFERSON County, State of Alabama: Shellou (KP)

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 3516 CHESHIRE DR, 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 \$90,000 to \$120,000.

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 JANUARY 4, 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:** 

ROGER D'RADER

(Seal)

LENDER:

**AMSOUTH BANK** 

**Authorized Signer** 

(Seal)

This Modification of Mortgage prepared by:

Name: SHAWANA SUMMERVILLE Address: P.O. BOX 830721

City, State, ZIP: BIRMINGHAM, AL 35283

## MODIFICATION OF MORTGAGE (Continued)

Page 2

	INDIVIDUAL	ACKNO	WLEDGMEN	•	
STATE OF CIGORA		•			
STATE OF STATE OF	_ <u></u>	}			
<u></u>		) SS			
COUNTY OF Shalls		}			
I, the undersigned authority, a Notary Public husband and wife, whose names are signed to being informed of the contents of said Modific	to the foregoing instr	ument, and	who are known to	me, acknowledged before	
Given under my hand and official seal this	4	_ day of _	Jonus	, 20 <u>ი ქ</u> .	
MY COMMISSION EXPIRES  MY COMMISSION EXPIRES  BONDED THRU NOTARY	(PIRES: Oct 18 36A0			Notary Public	
	LENDER A	CKNOW	LEDGMENT		
STATE OF Clabane		1			
	··· <del>·</del>	1 66			
COUNTY OF SLIV		) SS			
COUNTY OF	<del></del>	}			
I, the undersigned authority, a Notary Public is acknowledged before me on this day that, be full authority, executed the same voluntarily for	ing informed of the	contents of	said Modification o	at Administration and who f Mortgage, he or she, as s	o is known to me, such officer and with
Given under my hand and official seal this	4	day of	J 01	, 20 6 5 .	•
			J.		
MY COMMISSION EX  MY COMMISSION EX  BONDED THRU NOTARY	PIRES: Oct 15 2mg			Notary Public	

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## SCHEDULE "A"

LOT 81, ACCORDING TO THE SURVEY OF MEADOW BROOK FIFTH SECTOR FIRST PHASE, AS RECORDED IN MAP BOOK 8, PAGE 109, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

KNOWN: 3516 CHESHIRE DRIVE

PARCEL: 101010001057071