



**WHEN RECORDED MAIL TO:**



WALLACE, GENE M

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Integrated Loan Services  
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Melbourne, FL 32934

20043660834111

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**MODIFICATION OF MORTGAGE**

**THIS MODIFICATION OF MORTGAGE** dated January 14, 2005, is made and executed between **GENE MICHAEL WALLACE, A/K/A GENE M. WALLACE**; whose address is 2531 WILLOWBROOK CIR, BIRMINGHAM, AL 35242 and **MELANIE DRAKE WALLACE, A/K/A MELANIE J. WALLACE**; whose address is 2531 WILLOWBROOK CIR, BIRMINGHAM, AL 35242; husband and wife (referred to below as "Grantor") and AmSouth Bank, whose address is 1849 Highway 31 South, Birmingham, AL 35244 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated January 5, 1994 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED 01/14/1994 INST # 1994-01542 AND MODIFIED \_\_\_\_\_ RECORDED 06/28/1996 INST # 1996-20869 AND MODIFIED JUNE 19, 1998 RECORDED 07/14/1998 INST # 1998-26660 AND MODIFIED FEBRUARY 05, 1999 RECORDED 02/18/1999 INST # 1999-06908 AND MODIFIED DECEMBER 17, 2002 RECORDED 01/02/2003 20030102000002680 PG 1/2 AND MODIFIED 1-14-2005 IN SHELBY COUNTY, ALABAMA.

**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 2531 WILLOWBROOK 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 \$100,000 to \$140,000.

**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 14, 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 Gene Michael Wallace (Seal)  
GENE MICHAEL WALLACE

x Melanie Drake Wallace (Seal)  
MELANIE DRAKE WALLACE

**LENDER:**

**AMSOUTH BANK**

x Carole W. Covington (Seal)  
Authorized Signer

This Modification of Mortgage prepared by:

Name: ANGELA KNIGHT  
Address: P.O. BOX 830721  
City, State, ZIP: BIRMINGHAM, AL 35283

MODIFICATION OF MORTGAGE  
(Continued)

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Alabama )  
 ) SS  
COUNTY OF Jefferson )

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **GENE MICHAEL WALLACE and MELANIE DRAKE WALLACE, 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 14 day of January, 2005  
Carole W. Corrigan  
Notary Public

My commission expires **NOTARY PUBLIC STATE OF ALABAMA AT LARGE**  
**MY COMMISSION EXPIRES: Mar 2, 2008**  
**BONDED THRU NOTARY PUBLIC UNDERWRITERS**

LENDER ACKNOWLEDGMENT

STATE OF Alabama )  
 ) SS  
COUNTY OF Jefferson )

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that CAROLE CORRIGAN 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 14 day of January, 2005  
Susan R. Wilkes  
Notary Public

My commission expires **NOTARY PUBLIC STATE OF ALABAMA AT LARGE**  
**MY COMMISSION EXPIRES: Mar 21, 2005**  
**BONDED THRU NOTARY PUBLIC UNDERWRITERS**

## **SCHEDULE "A"**

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

**LOT 20A, ACCORDING TO A RE-SURVEY, AS RECORDED IN MAP BOOK 13,  
PAGE 49 OF LOTS 19 AND 20, WILLOWBROOK, IN THE PROBATE OFFICE OF  
SHELBY COUNTY, ALABAMA. MINERAL AND MINING RIGHTS EXCEPTED.**

**KNOWN: 2531 WILLOWBROOK CIRCLE**

**PARCEL: 105150005020000**