

WHEN RECORDED MAIL TO:



RALEY, LANCE T

Record and Return To:
Integrated Loan Services
27 Inwood Road
Rocky Hill, CT 06067

20050120848230
070499046326

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE

62.00

THIS MODIFICATION OF MORTGAGE dated February 11, 2005, is made and executed between LANCE T. RALEY, whose address is 2418 TITONKA RD, HOOVER, AL 35244; unmarried (referred to below as "Grantor") and AmSouth Bank, whose address is 1801 2nd Avenue North, Bessemer, AL 35201 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated January 25, 1994 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED ON 02-08-1994 IN SHELBY COUNTY, AL, INSTR # 1994-04188 AND MODIFIED ON 04-07-1995 IN SHELBY COUNTY, AL, INSTR # 1995-10372 AND MODIFIED ON 06-07-1996 IN SHELBY COUNTY, AL, INSTR #1995-24608 AND MODIFIED ON 03-14-1997 IN SHELBY COUNTY, AL, INSTR #1997-09899 AND MODIFIED ON 10-31-1997 IN SHELBY COUNTY, AL, INSTR # 1997-38125 AND MODIFIED ON 08-06-1999 IN SHELBY COUNTY, AL, INSTR #1999-35221 AND MODIFIED ON 11-22-2002 IN SHELBY COUNTY, AL, INSTR #20021206000609770 AND MODIFIED ON 02-11-2005.

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 2418 TITONKA RD, HOOVER, AL 35244.

MODIFICATION. Lender and Grantor hereby modify the Mortgage as follows:

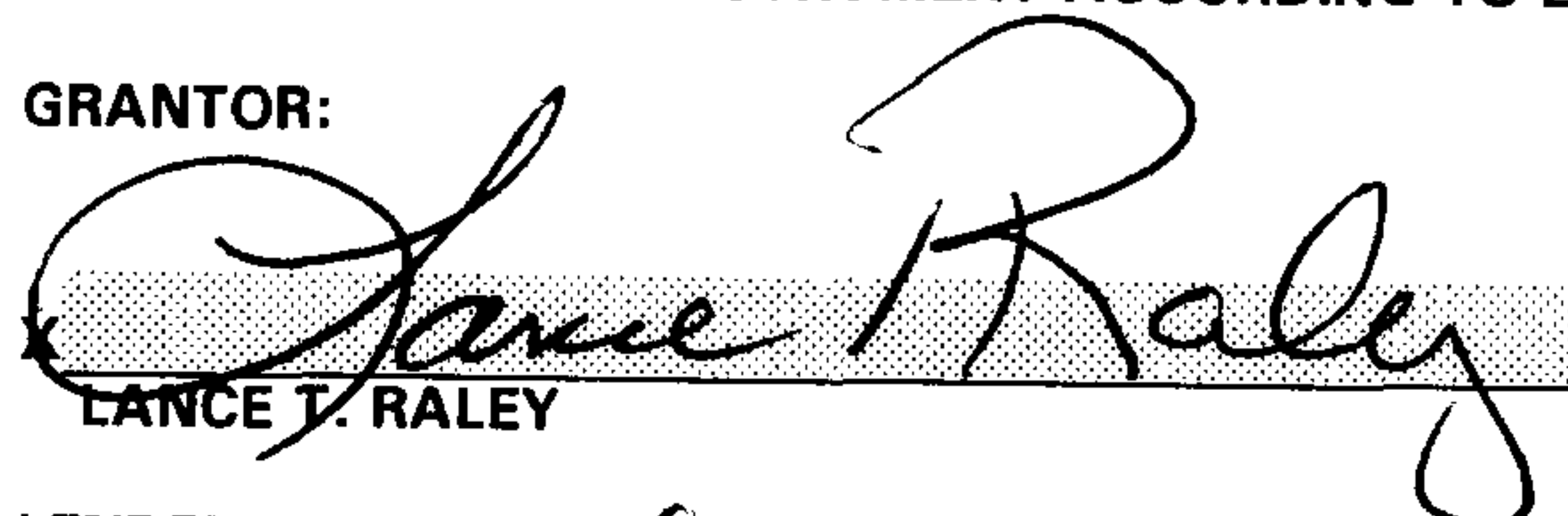
The Credit Limit or maximum principal indebtedness secured by the Mortgage (excluding finance charges, any temporary overages, other charges and any amounts expended or advanced as provided in the Mortgage) is hereby increased from \$93,000 to \$123,000.

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.

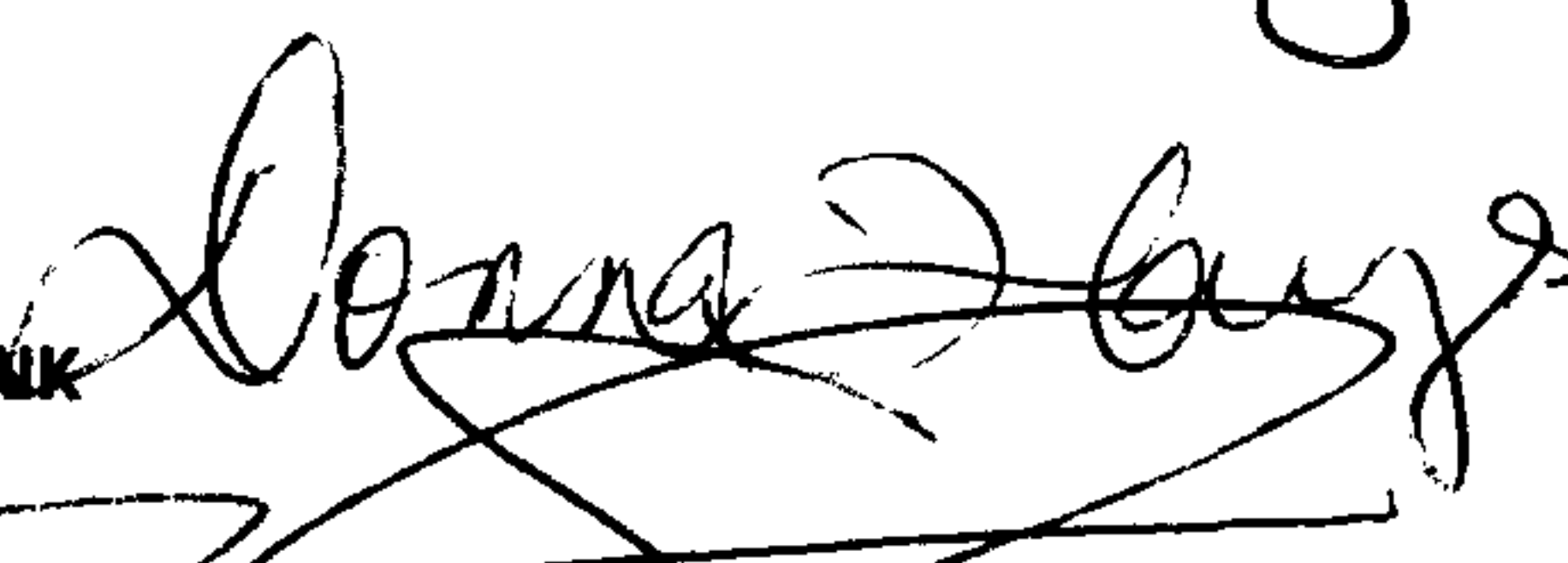
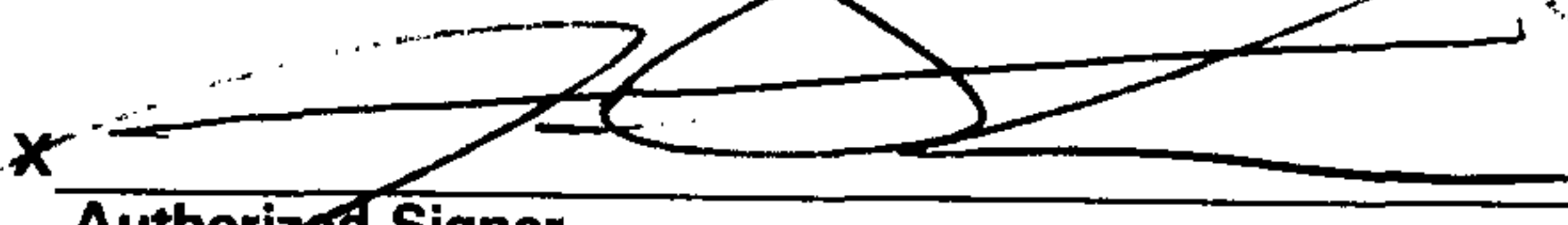
GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED FEBRUARY 11, 2005.

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:


LANCE T. RALEY (Seal)

LENDER:

AMSOUTH BANK

X  (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

Name: CASSIE ODEN
Address: P.O. BOX 830721
City, State, ZIP: BIRMINGHAM, AL 35283

MODIFICATION OF MORTGAGE
(Continued)

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INDIVIDUAL ACKNOWLEDGMENT

STATE OF Al

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COUNTY OF Jeff

) SS

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I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **LANCE T. RALEY, unmarried**, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said Modification, he or she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 11 day of Feb, 2005.

[Signature]
Notary Public

My commission expires 1-1-2008

LENDER ACKNOWLEDGMENT

STATE OF Alabama

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COUNTY OF at large

) SS

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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 11 day of February, 2005.

[Signature]
Notary Public

MY COMMISSION EXPIRES

My commission expires December 11, 2006

SCHEDULE "A"

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

LOT 4, INDIAN VALLEY 5TH SECTOR, AS RECORDED IN MAP BOOK 5, PAGE 100, IN THE OFFICE OF THE JUDGE OF PROBATE IN SHELBY COUNTY, ALABAMA. LESS AND EXCEPT ANY EASEMENTS OF RECORD AND THE FOLLOWING DESCRIBED PARCEL:

COMMENCE AT THE SE CORNER OF LOT 4, INDIAN VALLEY 5TH SECTOR, AS RECORDED IN MAP BOOK 5, PAGE 100, IN SAID PROBATE OFFICE; THENCE RUN IN A NORTHERLY DIRECTION ALONG THE EAST LINE OF SAID LOT FOR A DISTANCE OF 374 FEET TO A POINT ON THE EDGE OF INDIAN VALLEY LAKE, SAID POINT BEING THE POINT OF BEGINNING. FROM THE POINT OF BEGINNING THUS OBTAINED CONTINUE IN A NORTHERLY DIRECTION ALONG THE EASTERLY LINE OF SAID LOT 4 FOR A DISTANCE OF 54 FEET TO A POINT ON THE EDGE OF INDIAN VALLEY LAKE; THENCE RUN IN A SOUTHWESTERLY, SOUTHERLY AND SOUTHEASTERLY DIRECTION ALONG THE EDGE OF INDIAN VALLEY LAKE TO THE POINT OF BEGINNING. SITUATED IN SHELBY COUNTY, ALABAMA.

KNOWN: 2418 TITONKA ROAD

PARCEL: 105160003008001