

20050324000133670 1/3 \$33.50  
Shelby Cnty Judge of Probate, AL  
03/24/2005 02:15:29PM FILED/CERT

**WHEN RECORDED MAIL TO:**



TILLERY, JAMES F

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

20050501355080

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

070499122820

33.50

**MODIFICATION OF MORTGAGE**

**THIS MODIFICATION OF MORTGAGE** dated March 2, 2005, is made and executed between **JAMES F. TILLERY**, whose address is 294 COUNTY RD 438, WILSONVILLE, AL 35186 and **ALICE TILLERY**, whose address is 294 COUNTY RD 438, WILSONVILLE, AL 35186; 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 January 19, 1996 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

**RECORDED ON 05-22-1996 IN SHELBY COUNTY, AL, INSTR # 1996-16588 AND MODIFIED ON 03-02-2005.**

**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 294 COUNTY RD 438, WILSONVILLE, AL 35186.

**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 \$88,000 to \$99,000.**

**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 MARCH 2, 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 *James F. Tillery* (Seal)  
JAMES F. TILLERY

X *Alice Tillery* (Seal)  
ALICE TILLERY

**LENDER:**

**AMSOUTH BANK**

X *Jennifer Edwards* (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)

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Alabama )  
 ) SS  
COUNTY OF Shelby )

  
20050324000133670 2/3 \$33.50  
Shelby Cnty Judge of Probate, AL  
03/24/2005 02:15:29PM FILED/CERT

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **JAMES F. TILLERY and ALICE TILLERY, 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 2nd day of March, 2005

  
Notary Public

COMMISSION EXPIRES JANUARY 17, 2008

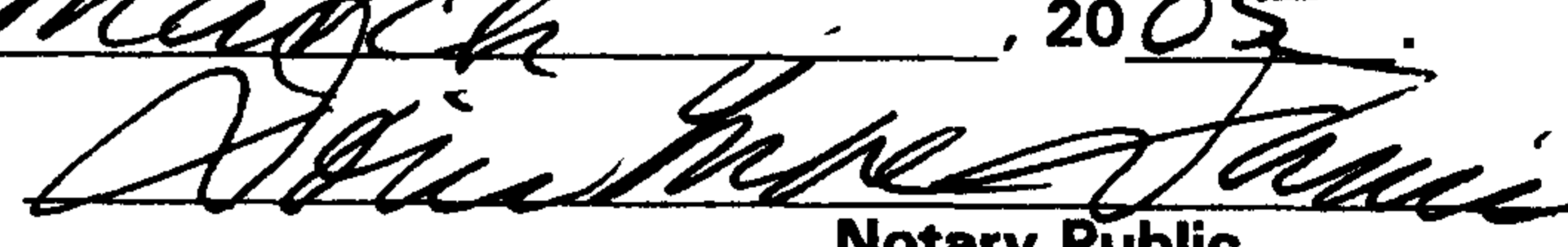
My commission expires \_\_\_\_\_

LENDER 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 AmSouth Bank 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 2nd day of March, 2005

  
Notary Public

COMMISSION EXPIRES JANUARY 17, 2008

My commission expires \_\_\_\_\_

  
20050324000133670 3/3 \$33.50  
Shelby Cnty Judge of Probate, AL  
03/24/2005 02:15:29PM FILED/CERT

## SCHEDULE "A"

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

A PARCEL OF LAND LOCATED IN THE EAST  $\frac{1}{2}$  OF THE SW  $\frac{1}{4}$  OF SECTION 5, TOWNSHIP 20 SOUTH, RANGE 1 EAST, SHELBY COUNTY, ALABAMA, DESCRIBED AS FOLLOWS:

BEGIN AT THE NE CORNER OF THE NE  $\frac{1}{4}$  OF THE SW  $\frac{1}{4}$  OF SAID SECTION 5; THENCE RUN WEST ALONG THE NORTH LINE OF SAID  $\frac{1}{4}$  -  $\frac{1}{4}$  SECTION A DISTANCE OF 465.89 FEET; THENCE RUN SOUTH  $00^{\circ} 07' 47''$  WEST A DISTANCE OF 1644.92 FEET TO THE CENTERLINE OF SHELBY COUNTY HIGHWAY #438; THENCE RUN SOUTHEASTERLY ALONG THE APPROXIMATE CENTERLINE OF SAID HIGHWAY THE FOLLOWING BEARINGS AND DISTANCES; SOUTH  $65^{\circ} 21' 33''$  EAST A DISTANCE OF 60.00 FEET; SOUTH  $62^{\circ} 59' 57''$  EAST A DISTANCE OF 134.19 FEET; SOUTH  $46^{\circ} 32' 23''$  EAST A DISTANCE OF 96.08 FEET; SOUTH  $43^{\circ} 34' 13''$  EAST A DISTANCE OF 108.99 FEET; SOUTH  $60^{\circ} 14' 04''$  EAST A DISTANCE OF 105.67 FEET; SOUTH  $67^{\circ} 43' 24''$  EAST A DISTANCE OF 97.85 FEET TO THE EAST LINE OF THE EAST  $\frac{1}{2}$  OF THE SW  $\frac{1}{4}$  OF SAID SECTION 5; THENCE RUN NORTH  $00^{\circ} 55' 18''$  WEST ALONG SAID EAST LINE A DISTANCE OF 1965.72 FEET TO THE POINT OF BEGINNING.

EXCEPT ANY PART OF THE ABOVE DESCRIPTION LYING WITHIN THE COUNTY HIGHWAY R.O.W.

KNOWN: 294 COUNTY ROAD 438

PARCEL: 163050000006009