20050324000133720 1/3 \$32.00 Shelby Cnty Judge of Probate, AL 03/24/2005 02:15:34PM FILED/CERT

3/8

WHEN RECORDED MAIL TO:

GLADSTONE, BARRY S

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

20050591535410 43271300000 30927

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

32,50

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated March 4, 2005, is made and executed between BARRY S GLADSTONE, whose address is 605 PARK TER LN, MAYLENE, AL 35114 and KAREN S GLADSTONE, whose address is 605 PARK TER LN, MAYLENE, AL 35114; husband and wife (referred to below as "Grantor") and AmSouth Bank, whose address is 1235 First Street North, Alabaster, AL 35007 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated February 10, 2003 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED IN SHELBY COUNTY AL ON 02-21-2003 IN INSTR# 20030221000109160 MODIFIED ON 03-04-2005.

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 605 PARK TER LN, MAYLENE, AL 35114.

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 \$\_132,665.00\_\_\_\_\_\_ to \$ 142,665.00\_\_\_\_\_\_ .

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 MARCH 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:** 

LENDER:

BARRY S GLADSTONE

DAILLI O GLADO I OILL

AMSOUTH BANK

Authorized Signer

(Seal)

This Modification of Mortgage prepared by:

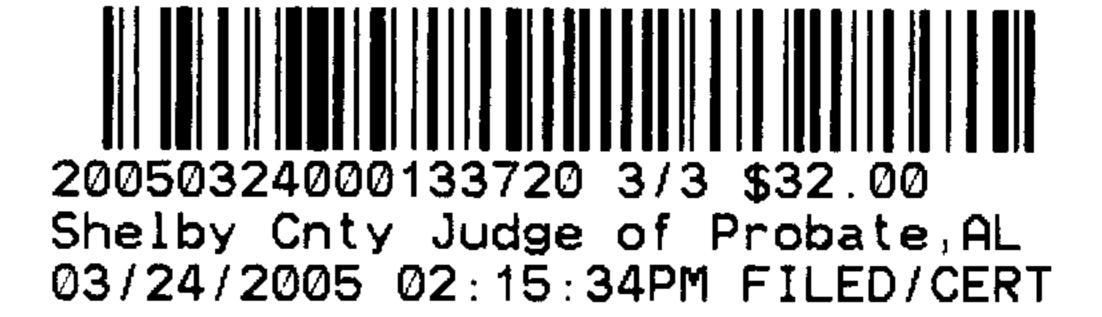
Name: Address: City, State, ZIP:

## INDIVIDUAL ACKNOWLEDGMENT 20050324000133720 2/3 \$32.00 Shelby Cnty Judge of Probate, AL 03/24/2005 02:15:34PM FILED/CERT ) SS I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that BARRY S GLADSTONE and KAREN S GLADSTONE, 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. day of Given under my hand and official seal this Notary Public My commission expires LENDER ACKNOWLEDGMENT STATE OF ABALIA SS COUNTY OF 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

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My commission expires 57.06

Notary Public



## SCHEDULE "A"

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

LOT 559, ACCORDING TO THE SURVEY OF GRANDE VIEW ESTATES, GIVIANPOUR ADDITION TO ALABASTER, 5<sup>TH</sup> ADDITION, AS RECORDED IN MAP BOOK 21 PAGE 133 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA; BEING SITUATED IN SHELBY COUNTY, ALABAMA. MINERAL AND MINING RIGHTS EXCEPTED.

KNOWN: 605 PARK TERRACE LANE

PARCEL: 235210005002000