20050404000152050 1/3 $38.05
Shelby Cnty Judge of Probate,AL
04/04/2005 10:58:49AM FILED/CERT

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WHEN RECORDED MAIL TO:

GIFFIN, SAM R

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

2005066155 8500

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

1300003 0398

38.05

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated March 14, 2005, is made and executed between SAM R GIFFIN A/K/A SAMUEL R GIFFIN , whose address is 6589 QUAIL RUN DR , PELHAM, AL 35124 and JANIE R GIFFIN A/K/A JANIE S GIFFIN, whose address is 6589 QUAIL RUN DR , PELHAM, AL 35124; husband and wife (referred to below as "Grantor") and AmSouth Bank, whose address is 539 Richard Arrington Jr. Blvd South, Birmingham, AL 35233 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated January 30, 2003 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED IN SHELBY COUNTY AL ON 04-11-2003 IN INSTR# 20030411000222240 MODIFIED ON 03-14-2005.

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 6589 QUAIL RUN DR , PELHAM, AL 35124.

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 $__45,300.00____ to $__58,000.00_____.

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 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_____ (Seal)
SAM R GIFFIN

X_____ (Seal)
JANIE ~~R~~ S GIFFIN

LENDER:

AMSOUTH BANK

X_____ (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

Name:
Address:
City, State, ZIP:

20050404000152050 2/3 $38.05
Shelby Cnty Judge of Probate,AL
04/04/2005 10:58:49AM FILED/CERT

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 **SAM R GIFFIN and JANIE R GIFFIN, 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 14th **day of** March, 20 05.

Joyce Moore Hamilton
Notary Public

My commission expires NOTARY PUBLIC STATE OF ALABAMA AT LARGE MY COMMISSION EXPIRES: July 28, 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 Matt Carmichael 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 14th **day of** March, 20 05.

Joyce Moore Hamilton
Notary Public

My commission expires NOTARY PUBLIC STATE OF ALABAMA AT LARGE MY COMMISSION EXPIRES: July 28, 2008 BONDED THRU NOTARY PUBLIC UNDERWRITERS

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SCHEDULE "A"

THE FOLLOWING DESCRIBED REAL ESTATE, LYING AND BEING IN THE COUNTY OF SHELBY, STATE OF ALABAMA, TO-WIT:

LOT 21, ACCORDING TO THE SURVEY OF QUAIL RUN, PHASE 2, AS RECORDED IN MAP BOOK 7 PAGE 113, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA; BEING SITUATED IN SHELBY COUNTY, ALABAMA.

KNOWN: 6589 QUAIL RUN DR