

WHEN RECORDED MAIL TO:



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20050621318170

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47.00

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated March 10, 2005, is made and executed between JIMMY T BOYETTE, A/K/A JIMMY BOYETTE, whose address is 2821 BENTON ST, HELENA, AL 35080; unmarried (referred to below as "Grantor") and AmSouth Bank, whose address is 4915 Highway 17, Helena, AL 35080 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated February 18, 2004 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED IN INST#20040312000129100 MARCH 12, 2004 SHELBY COUNTY, ALABAMA; MODIFIED MARCH 10, 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 2821 BENTON ST, HELENA, AL 35080.

"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 \$15,000 to \$35,000.

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 10, 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:

AMSOUTH BANK

Authorized Signer

(Seal)

This Modification of Mortgage prepared by:

Name: SHAWANA SUMMERVILLE

Address: P.O. BOX 830721

City, State, ZIP: BIRMINGHAM, AL 35283

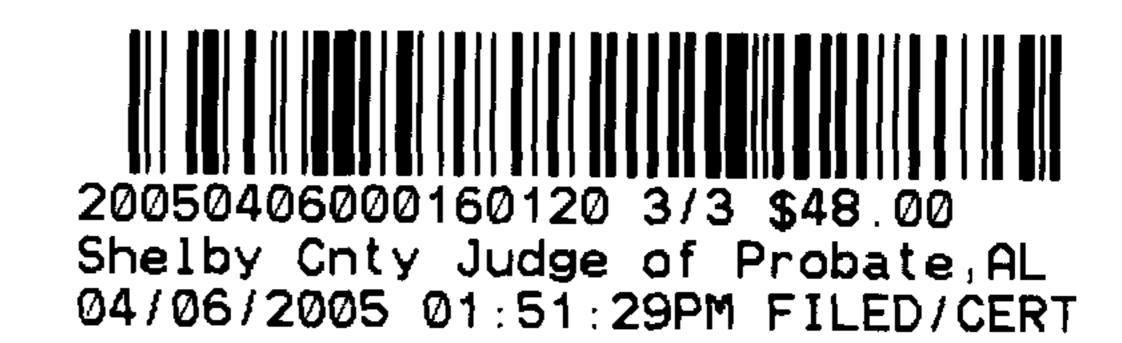
MODIFICATION OF MORTGAGE

20050406000160120 2/3 \$48.00 Shelby Cnty Judge of Probate, AL 04/06/2005 01:51:29PM FILED/CERT

(Continued)

INDIVIDUAL ACKNOWLEDGMENT		
STATE OF Alabama		
COUNTY OF MELDY) SS 	
	d for said county in said state, hereby certify that JIMM s known to me, acknowledged before me on this day oluntarily on the day the same bears date.	
Given under my hand and official seal this	day of March	, 20 <u>()</u>
My commission expires COMPANY PUBLIC	Det 4, 2008 There is a series of the series	Notary Public Of Control Of Contr
MA COMMISSION EXPINES TOTAL TRANSPORT		
LENDER ACKNOWLEDGMENT		
STATE OF Madama		
COUNTY OF Show) SS)	
I, the undersigned authority, a Notary Public in and acknowledged before me on this day that, being if full authority, executed the same voluntarily for an	d for said county in said state, hereby certify that a corporation, is signed to the foregoing Moinformed of the contents of said Modification of Mortgand as the act of said corporation.	age, he or she, as such officer and with
Given under my hand and official seal this	$\frac{10}{1000000000000000000000000000000000$	
My commission expires The Theorem Public United		Notary Public ()

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SCHEDULE "A"

LOTS 1, 2 AND THE NORTH 57.5 FEET OF LOT 3,IN BLOCK 3,ACCORDING TO THE SURVEY OF SHELENA ESTATES, AS RECORDED IN MAP BOOK 5, PAGE 25, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

KNOWN:

2821 BENTON ST

PARCEL:

135214002011000