20050413000174750 1/3 $115.25
Shelby Cnty Judge of Probate, AL
04/13/2005 02:48:50PM FILED/CERT

WHEN RECORDED MAIL TO:

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

20050631348040 **SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY**

0711001131 82 115.25

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated March 18, 2005, is made and executed between CONNIE D BUCKINGHAM , whose address is 628 BAYHILL RD, HOOVER , AL 35244; unmarried (referred to below as "Grantor") and AmSouth Bank, whose address is 1 Independence Plaza, Homewood, AL 35209 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated May 3, 2004 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED ON 5/21 2004 IN THE JUDGE OF PROBATE OFFICE OF SHELBY COUNTY, ALABAMA BOOK 20040521000270710 PAGE 1/8 AND MODIFIED ON 3/18/2005.

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 628 BAYHILL 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 $79,500.00_____ to $145,000.00_____.

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 18, 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)
CONNIE D BUCKINGHAM

LENDER:

AMSOUTH BANK

X_____ (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

Name: TAMIKO CONNER
Address: P.O. BOX 830721
City, State, ZIP: BIRMINGHAM, AL 35283

20050413000174750 2/3 $115.25
Shelby Cnty Judge of Probate,AL
04/13/2005 02:48:50PM 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 **CONNIE D BUCKINGHAM , 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 18 **day of** March, 2005.

Linda J. Crowe
Notary Public

NOTARY PUBLIC STATE OF ALABAMA AT LARGE.
MY COMMISSION EXPIRES: 2/24/2006
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

My commission expires

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 Scott Smith of AmSouth 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 18 **day of** March, 2005.

Linda J. Crowe
Notary Public

NOTARY PUBLIC STATE OF ALABAMA AT LARGE.
MY COMMISSION EXPIRES: 2/24/2006
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

My commission expires

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20050413000174750 3/3 $115.25
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SCHEDULE "A"

THE "REAL PROPERTY" LOCATED IN SHELBY COUNTY, STATE OF ALABAMA:

LOT 22, ACCORDING TO THE SURVEY OF HEATHERWOOD FOREST, SECTOR ONE, AS RECORDED IN MAP BOOK 13, PAGE 144 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

KNOWN: 628 BAYHILL ROAD

PARCEL: 102090002022000