

WHEN RECORDED MAIL TO:



BARTH, KIMBERLY M

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

2005 6621045520

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

071100034800

MODIFICATION OF MORTGAGE

(Seal)

THIS MODIFICATION OF MORTGAGE dated March 24, 2005, is made and executed between KIMBERLY M BARTH, whose address is 117 SOUTHVIEW LN, HOOVER, AL 35244 and TIMOTHY K BARTH, whose address is 117 SOUTHVIEW LN, HOOVER, AL 35244; wife and husband (referred to below as "Grantor") and AmSouth Bank, whose address is 601 Lakeshore Parkway, Birmingham, AL 35209 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated October 9, 2003 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED IN SHELBY COUNTY AL ON 11-04-2003 IN INSTR# 20031104000734140 MODIFIED ON 03-24-2005.

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 117 SOUTHVIEW LN, 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 \$ 42,000.00 \$ 55,000.00

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 24, 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:

(Seal)

LENDER:

Authorized Signer

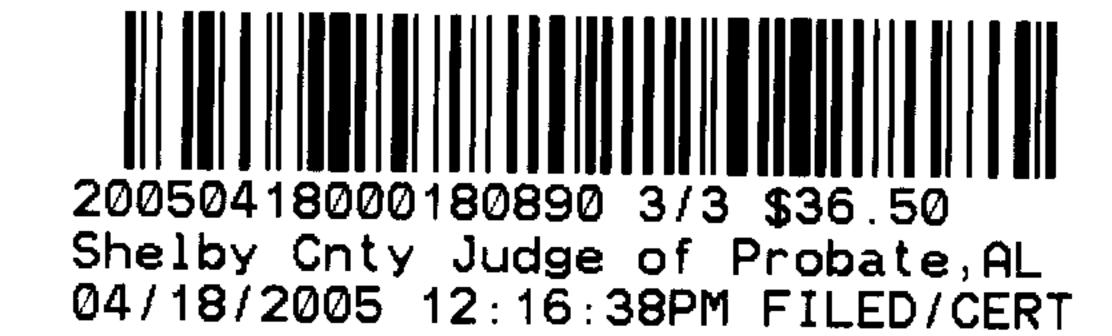
This Modification of Mortgage prepared by:

Name: Address: City, State, ZIP:

INDIVIDUA	L ACKNOWLEDGMENT	
STATE OF MACHINA		20050418000180890 2/3 \$36.50 Shelby Cnty Judge of Probate, AL 04/18/2005 12:16:38PM FILED/CERT
COUNTY OF JEFFERSON) SS)	
I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that KIMBERLY M BARTH and TIMOTHY K BARTH, wife and husband, 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		
My commission expires MY COMMISSION EXPIRES DECEMBER 10, 2008		
LENDER ACKNOWLEDGMENT		
STATE OF LACOUNG		
COUNTY OF TEHENSON) SS)	
I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that (a) Ven 100/ess 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 fact of said corporation.		
Given under my hand and official seal this	day of <u>Corcor</u>	. 20 () .
My commission expires	on newspares of the second	Notary Public

MY COMMISSION EXPIRES DECEMBER 10, 2008

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SCHEDULE "A"

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

LOT 30, ACCORDING TO THE SURVEY OF SOUTHPOINTE, 9TH SECTOR, PHASE 1, AS RECORDED IN MAP BOOK 16, PAGE 80, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA; BEING SITUATED IN SHELBY COUNTY, ALABAMA.

KNOWN:

117 SOUTHVIEW LANE

PARCEL:

133050001007030