

## WHEN RECORDED MAIL TO:



COMAN, ALBERT R AKA

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

> 508 91052430 SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY 070499974381

MODIFICATION OF MORTGAGE

\*AKA: ALBERT R. COMAN, III

THIS MCDIFICATION OF MORTGAGE dated April 13, 2005, is made and executed between ALBERT R COMAN, A/K/A ALBERT R COMAN VI, whose address is 161 SUNSET LAKE DR, CHELSEA, AL 35043 and KIMBERLY A COMAN, whose address is 161 SUNSET LAKE DR, CHELSEA, AL 35043; husband and wife (referred to below as "Grantor") and AmSouth Bank, whose address is 200 Corporate Ridge North, Birmingham, AL 35242 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated June 23, 2003 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED IN INST#20030707000422630 JULY 7, 2003 MODIFIED SEPTEMBER 28, 2004 RECORDED IN INST#20041013000566730 OCTOBER 13, 2004 SHELBY COUNTY, ALABAMA; MODIFIED APRIL 13, 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 161 SUNSET LAKE DR, CHELSEA, AL 35043.

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 \$49,800 to \$65,000.

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 persoms 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 APRIL 13, 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:** 

ALBERT R COMAN

LENDER:

**AMSOUTH BANK** 

Authorized Signer

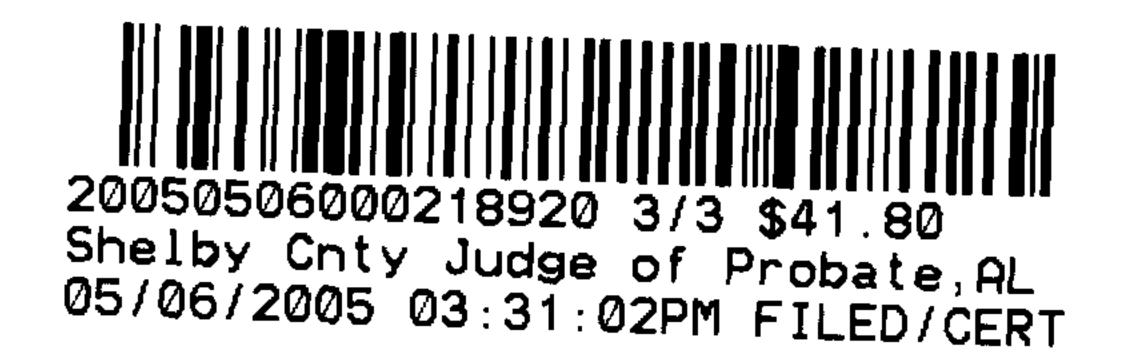
This Modification of Mortgage prepared by:

Name: SHAWANA SUMMERVILLE Address: P.O. BOX 830721

City, State, ZIP: BIRMINGHAM, AL 35283

## INDIVIDUAL ACKNOWLEDGMENT STATE OF Alabama COUNTY OF Shelby 20050506000218920 2/3 \$41.80 Shelby Cnty Judge of Probate, AL 05/06/2005 03:31:02PM FILED/CERT ) SS I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that ALBERT R COMAN and KIMBERLY A COMAN, 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 day of MY COMMISSION EXPIRES FEBRUARY 18, 2009 Notary Public My commission expires LENDER ACKNOWLEDGMENT STATE OF ) SS **COUNTY OF** I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that 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. 20 <u>05</u> Given under my hand and official seal this day of Notary Public MY CUIVIVISSION EXPIRES My commission expires December 11, 2006

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## SCHEDULE "A"

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

LOT 45, ACCORDING TO THE FINAL PLAT OF SUNSET LAKE, PHASE 1, AS RECORDED IN MAP BOOK 29, PAGE 68, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA; BEING SITUATED IN SHELBY COUNTY, ALABAMA.

**KNOWN:** 

161 SUNSET LAKE DRIVE

PARCEL:

153070000020000