



20050516000233380 1/3 \$109.00  
 Shelby Cnty Judge of Probate, AL  
 05/16/2005 08:07:07AM FILED/CERT

**WHEN RECORDED MAIL TO:**



FERRELL, JAMES T

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

200 50771543210  
 1300 00012347

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

109.00

**MODIFICATION OF MORTGAGE**

**THIS MODIFICATION OF MORTGAGE** dated April 1, 2005, is made and executed between **JAMES T. FERRELL, A/K/A JAMES T. FERRELL JR**, whose address is 1037 BLUE HERON PT, BIRMINGHAM, AL 35242 and **KATHY G. FERRELL**, whose address is 1037 BLUE HERON PT, BIRMINGHAM, AL 35242; husband and wife (referred to below as "Grantor") and **AmSouth Bank**, whose address is 35 Church Street, Birmingham, AL 35213 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated July 25, 2002 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

**RECORDED ON 8-6-02 IN SHELBY COUNTY, ALABAMA INSTRUMENT NUMBER 20020806000369490 AND MODIFIED ON 9-18-02; RECORDED ON 10-02-02 INSTRUMENT NUMBER 20021002000475050 AND MODIFIED ON 4-1-04.**

**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 1037 BLUE HERON PT, BIRMINGHAM, AL 35242.

**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 \$165,000.00 to \$225,000.00.**

**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 APRIL 1, 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.**

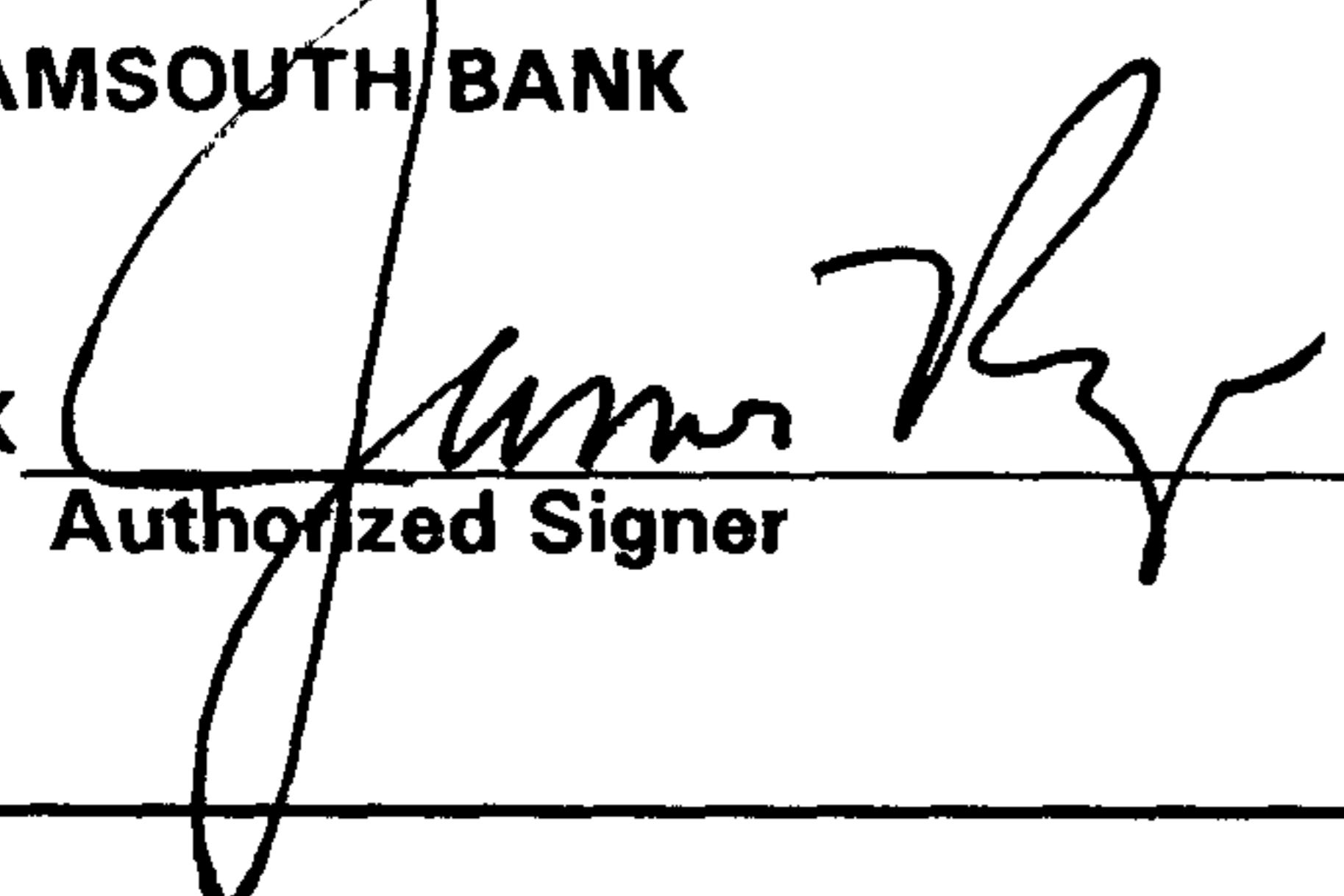
GRANTOR:

X  (Seal)  
 JAMES T. FERRELL

X  (Seal)  
 KATHY G. FERRELL

LENDER:

AMSOUTH BANK

X  (Seal)  
 Authorized Signer

This Modification of Mortgage prepared by:

Name: ADRIENNE REYES  
 Address: P.O. BOX 830721  
 City, State, ZIP: BIRMINGHAM, AL 35283

MODIFICATION OF MORTGAGE  
(Continued)

INDIVIDUAL ACKNOWLEDGMENT



STATE OF Alabama )  
 ) SS  
COUNTY OF Shelby )

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that JAMES T. FERRELL and KATHY G. FERRELL, 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 1st day of April, 2005.

Donis Mae Davis  
Notary Public  
Donis Mae Davis

My commission expires \_\_\_\_\_ MY COMMISSION EXPIRES JANUARY 17, 2008

LENDER ACKNOWLEDGMENT

STATE OF Alabama )  
 ) SS  
COUNTY OF Shelby )

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that James Rustic 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 1st day of April, 2005.

Donis Mae Davis  
Notary Public  
Donis Mae Davis

My commission expires \_\_\_\_\_ MY COMMISSION EXPIRES JANUARY 17, 2008



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## **SCHEDULE "A"**

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

**LOT 218, ACCORDING TO THE MAP OF HIGHLAND LAKES, 2<sup>ND</sup> SECTOR, AN EDDLEMAN COMMUNITY, AS RECORDED IN MAP BOOK 20, PAGE 150 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA; BEING SITUATED IN SHELBY COUNTY, ALABAMA.**

**KNOWN: 1037 BLUE HERON POINT**