20050516000233750 1/3 \$33.70 Shelby Cnty Judge of Probate, AL 05/16/2005 08:57:36AM FILED/CERT

WHEN RECORDED MAIL TO:



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

200 5/02/7585/0

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

(Seal)

07/1000/3234

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated April 21, 2005, is made and executed between CAROLYN N. KILLOUGH, A/K/A C. NICOLE KILLOUGH, whose address is 170 BROADMOOR LN, ALABASTER, AL 35007 and JEFFREY F. WALDEN, A/K/A JEFFREY S. KILLOUGH, whose address is 170 BROADMOOR LN, ALABASTER, AL 35007; wife and husband (referred to below as "Grantor") and AmSouth Bank, whose address is 1304 Tomahawk Road, Birmingham, AL 35214 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated August 22, 2003 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED ON 09-09-2003 IN SHELBY COUNTY, AL, INSTR #20030909000604220 AND MODIFIED ON 04-21-2005.

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 170 BROADMOOR LN, ALABASTER, AL 35007.

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 \$12,700 to \$22,500.

*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 21, 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.

JEEFREY F. WALDEN

GRANTOR:

CAROLYN N. KILLOUGH

LENDER:

AMSOUTH BANK

Authorized Signer

(Seal)

(Seal)

This Modification of Mortgage prepared by:

Name: CASSIE ODEN Address: P.O. BOX 830721

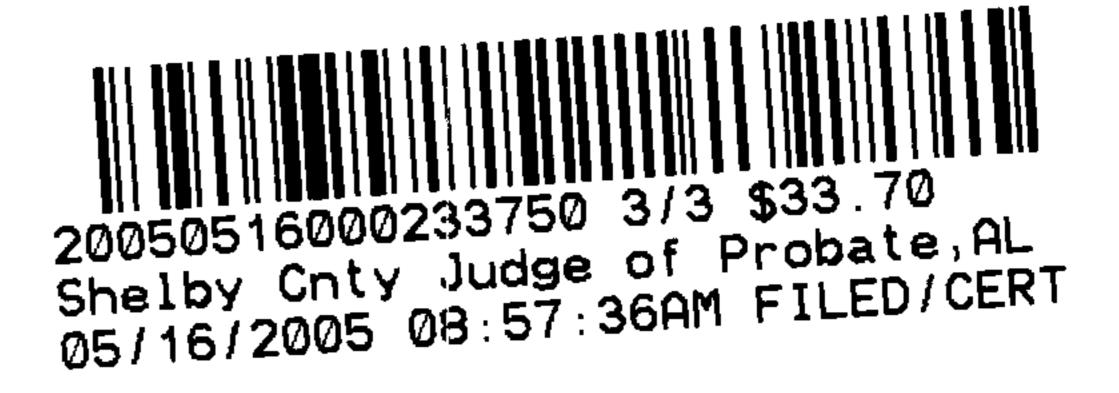
City, State, ZIP: BIRMINGHAM, AL 35283

MODIFICATION OF MORTGAGE (Continued)

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INDIVIDUAL ACKNOWLEDGMENT 20050516000233750 2/3 \$33.70 country of Jefferson Shelby Cnty Judge of Probate, AL 05/16/2005 08:57:36AM FILED/CERT) SS I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that CAROLYN N. KILLOUGH and JEFFREY F. WALDEN, 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 MOTARY PUBLIC STATE OF ALABAMA AT LARGE MY COMMISSION EXPIRES: Jul 21, 2005 BONDED THRU NOTARY PUBLIC UNDERWRITERS My commission expires LENDER ACKNOWLEDGMENT SS I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Kriston Lewis 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 corporations Given under my hand and official seal this MOTARY PUBLIC STATE OF ALABAMA AT LARGE MY COMMISSION EXPIRES: Jul 21, 2005 BONDED THRU NOTARY PUBLIC UNDERWRITERS My commission expires

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SCHEDULE A

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

LOT 435, ACCORDIING TO THE SURVEY OF WEATHERLY BROADMOOR ABBEY, SECTOR 25, AS RECORDED IN MAP BOOK 21, PAGE 1, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

KNOWN:

170 BROADMOOR LANE

PARCEL:

149313001093019