

WHEN RECORDED MAIL TO:



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

20051030941530

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

0704940075

33,00

(Seal)

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated April 28, 2005, is made and executed between FRANK WEST a/k/a JAMES F WEST, whose address is 300 NORWICK LN, ALABASTER, AL 35007 and ANITA H WEST, whose address is 300 NORWICK LN, ALABASTER, AL 35007; husband and wife (referred to below as "Grantor") and AmSouth Bank, whose address is 341 Summit Boulevard, Birmingham, AL 35243 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated January 8, 2003 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED JANUARY 21 2003, SHELBY COUNTY ALABAMA, INSTR # 20030121000037720

MODIFIED APRIL 28 2005.

REAL PROPERTY DESCRIPTION. The Mortgage covers the following described real property located in SHELBY County, State of Alabama:

See SCHEDULE 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 300 NORWICK 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 \$30,000.00 to \$40,000.00.

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 endorsers 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 28, 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:

FRANK WEST

(Seal)

ANITA H WEST

LENDER:

AMSOUTH BANK

This Modification of Mortgage prepared by:

Name: Suzamne Courer

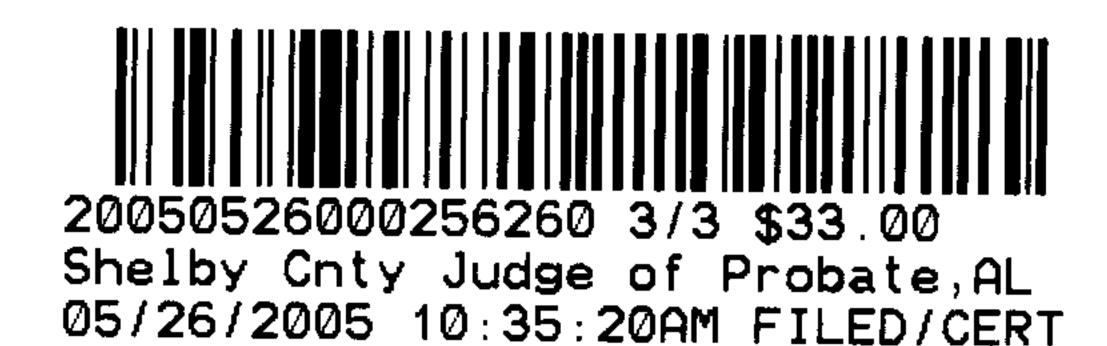
Address: Po. Box 830721 City, State, ZIP: Birming, Lam, 42 35283

MODIFICATION OF MORTGAGE (Continued)

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INDIVIDUAL ACKNOWLEDGMENT 20050526000256260 2/3 \$33.00 Shelby Cnty Judge of Probate,AL 05/26/2005 10:35:20AM FILED/CERT STATE OF) SS I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that FRANK WEST and ANITA H WEST, 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 27° day of A_{\circ} Notary Public NOTARY PUBLIC STATE OF ALABAMA AT LARGE MY COMMISSION EXPIRES: June 26, 2006 My commission expires DONDRO THRUNOTARY PUBLIC UNDERWRITERS LENDER ACKNOWLEDGMENT SS I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that トルケーショ レールー 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 Motary Public NOTARY PUBLIC STATE OF ALABAMA AT LARGE MY COMMISSION EXPIRES: June 28, 2668 My commission expires BONDED TERU NOTARY PUBLIC UNDERWITTEES

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SCHEDULE "A"

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

LOT 2, BLOCK 4, ACCORDING TO SURVEY OF NORWICK FOREST, SECOND SECTOR, AS RECORDED IN MAP BOOK 13 PAGE 23 IN THE PROBATE OFFICE OF SHELBY COUNTY; BEING SITUATED IN SHELBY COUNTY, ALABAMA.

SUBJECT TO AN EASEMENT MORE PARTICULARLY DESCRIBED IN INSTRUMENT NO. 1993-21011 AND DESCRIBED THEREIN AS FOLLOWS:

BEGIN AT THE MOST SOUTHERLY CORNER OF SAID LOT 2, THENCE IN A NORTHWESTERLY DIRECTION ALONG THE SOUTHWESTERLY LINE OF SAID LOT 2, A DISTANCE OF 113.63 FEET TO THE MOST WESTERLY CORNER OF SAID LOT 2; THENCE 89 DEG. 37 MIN. 26 SEC. RIGHT, IN A NORTHEASTERLY DIRECTION ALONG THE NORTHWESTERLY LINE OF SAID LOT 2, A DISTANCE OF 37.33 FEET; THENCE 95 DEG. 40 MIN. 02 SEC. RIGHT IN A SOUTHEASTERLY DIRECTION A DISTANCE OF 121.00 FEET TO A POINT IN THE NORTHERLY LINE OF NORWICK LAND, SAID POINT ALSO BEING ON A CURVE HAVING A RADIUS OF 271.20 FEET; THENCE 96 DEG. 00 MIN. 46 SEC. RIGHT TO TANGENT OF SAID CURVE, IN A SOUTHWESTERLY DIRECTION ALONG SAID CURVE TO THE RIGHT, A DISTANCE OF 27.00 FEET TO THE POINT OF BEGINNING; BEING SITUATED IN SHELBY COUNTY, ALABAMA.

KNOWN:

300 NORWICK LN

PARCEL:

232032001001043