20050602000265720 1/3 \$47.00 Shelby Cnty Judge of Probate, AL 06/02/2005 08:31:03AM FILED/CERT

WHEN RECORDED MAIL TO:

AmSouth Rank

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

2005 0881219290

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

47.00

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated May 4, 2005, is made and executed between JERRY L. HEARN, whose address is 2905 OAK MOUNTAIN TRL, BIRMINGHAM, AL 35242 and MARY L. HEARN, whose address is 2905 OAK MOUNTAIN TRL, BIRMINGHAM, AL 35242; husband and wife (referred to below as "Grantor") and AmSouth Bank, whose address is 1592 Montgomery Highway, Birmingham, AL 35216 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated August 2, 2000 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED 03-07-2001 INSTRUMENT NUMBER 2001-08119 AND MODIFIED 05-04-2005.

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 2905 OAK MOUNTAIN TRL, 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 \$30,000 to \$50,000.

continuing 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 MAY 4, 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:

JERRY L. HEARN

LENDER!

1

Authorized Signer

AMSOUTH BANK

(Seal)

(Seal)

This Modification of Mortgage prepared by:

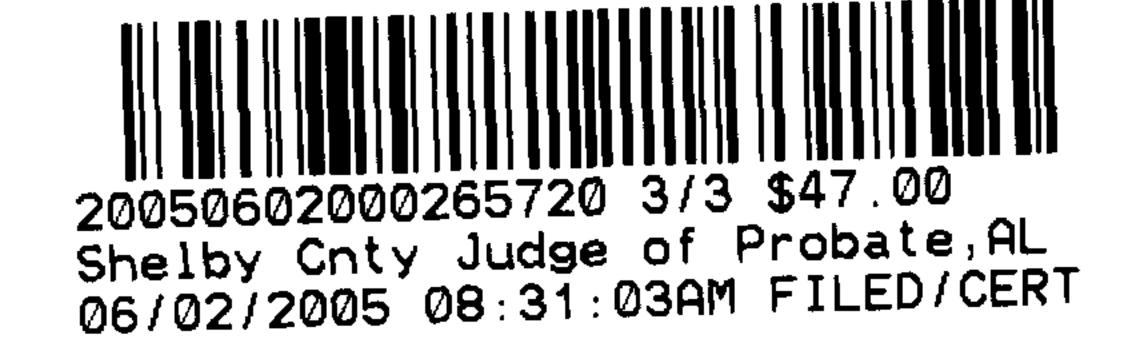
Name: LAURAL MESSNER Address: P.O. BOX 830721

City, State, ZIP: BIRMINGHAM, AL 35283

INDIVIDUAL ACKNOWLEDGMENT STATE OF HICHCE) SS county of Jefferson I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that JERRY L. HEARN and MARY L. HEARN, 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 TOTALISSION EXPIRES FEBRUARY 18, 2009 **Notary Public** 100 caricanne My commission expires LENDER ACKNOWLEDGMENT STATE OF Alabama) 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. Given under my hand and official seal this day of MY CUMENTSSION EXPIRES FEBRUARY 18, 2009 **Notary Public** Marianne Eliabeth Ellic My commission expires

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SCHEDULE "A"

THAT CERTAIN REAL PROPERTY LOCATED IN THE COUNTY OF SHELBY AND STATE OF ALABAMA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

HEARN & ARMSTRONG SURVEY, MAP BOOK 27, PAGE 104, LOT 1, SECTION 27, TOWNSHIP 19 SOUTH, RANGE 2 WEST, LOT DIMENSIONS 217.82 BY 399.86.

KNOWN: 2905 OAK MOUNTAIN TRAIL

PARCEL: 108270001011001