20050608000277350 1/3 \$32.90 Shelby Cnty Judge of Probate, AL 06/08/2005 08:50:06AM FILED/CERT

WHEN RECORDED MAIL TO:



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

20050891948070

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE

32.90

THIS MODIFICATION OF MORTGAGE dated May 6, 2005, is made and executed between PAUL H NORMAN, whose address is 1228 COUNTRY CLUB CIR, HOOVER, AL 35244 and MARGARET S NORMAN, whose address is 1228 COUNTRY CLUB CIR, HOOVER, AL 35244; 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 January 27, 2003 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED ON 02-10-2003 IN THE OFFICE OF THE JUDGE OF PROBATE FOR SHELBY COUNTY, ALABAMA IN INSTRUMENT 20030210000080840.

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 1228 COUNTRY CLUB CIR, HOOVER, AL 35244.

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 \$89,400.00 to \$100,000.00.

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 MAY 6, 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.

MARGARET'S NORMAN

GRANTOR:

(Seal)

LENDER:

AMSOUTH BANK

Authorized Signer

This Modification of Mortgage prepared by:

Name: JAMIE ORTINO Address: P.O. BOX 830721

(Seal)

City, State, ZIP: BIRMINGHAM, AL 35283

age 2

MODIFICATION OF MORTGAG (Continued)

20050608000277350 2/3 \$32.90 Shelby Cnty Judge of Probate, AL 06/08/2005 08:50:06AM FILED/CERT

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Flabore		
COUNTY OF Deffeson) SS)	
NORMAN, husband and wife, whose names are signed to the	aid county in said state, hereby certify that PAUL H NORMAN and MARG ne foregoing instrument, and who are known to me, acknowledged before m n, they executed the same voluntarily on the day the same bears date.	GARET Some on this
Given under my hand and official seal this $\int_0^{+\infty}$	day of かつべ. 20 かそ	
MY COMMISSION EXPIRES MARCH 14, 2009		
COMMISSION EXPINES IN	Notary Public	
	Jatosha Olmma	
My commission expires		
LENDER ACKNOWLEDGMENT		
STATE OF <u>Alabama</u>		
$\mathbf{A} = \mathbf{A} \mathbf{A}$) SS	
COUNTY OF Defferson) SS)	
I, the undersigned authority, a Notary Public in and for said of the said of t	county in said state, hereby certify that <u>Natusha Dimin</u> corporation, is signed to the foregoing Modification and who is known	to irie,
I, the undersigned authority, a Notary Public in and for said of the said of t	county in said state, hereby certify that <u>Nottesho Dimin</u> corporation, is signed to the foregoing Modification and who is known of the contents of said Modification of Mortgage, he or she, as such officer	to me, and with
I, the undersigned authority, a Notary Public in and for said of the said of t	county in said state, hereby certify that <u>Nottesho Dimin</u> corporation, is signed to the foregoing Modification and who is known of the contents of said Modification of Mortgage, he or she, as such officer	to me, and with
I, the undersigned authority, a Notary Public in and for said of a acknowledged before me on this day that, being informed of full authority, executed the same voluntarily for and as the a	county in said state, hereby certify that <u>Mattusha</u> Dimin corporation, is signed to the foregoing Modification and who is known of the contents of said Modification of Mortgage, he or she, as such officer act of said corporation.	to me, and with
I, the undersigned authority, a Notary Public in and for said of acknowledged before me on this day that, being informed of full authority, executed the same voluntarily for and as the acknowledged before me on this day that, being informed of full authority, executed the same voluntarily for and as the acknowledged before me on this day that, being informed of full authority, executed the same voluntarily for and as the acknowledged before me on this day that, being informed of full authority, executed the same voluntarily for and as the acknowledged before me on this day that, being informed of full authority, executed the same voluntarily for and as the acknowledged before me on this day that, being informed of full authority.	county in said state, hereby certify that <u>Mattusha</u> <u>Dimin</u> corporation, is signed to the foregoing Modification and who is known of the contents of said Modification of Mortgage, he or she, as such officer act of said corporation.	to me, and with
I, the undersigned authority, a Notary Public in and for said of Anti-Dividual a acknowledged before me on this day that, being informed of full authority, executed the same voluntarily for and as the a	county in said state, hereby certify that <u>Mattusha</u> <u>Dimin</u> corporation, is signed to the foregoing Modification and who is known of the contents of said Modification of Mortgage, he or she, as such officer act of said corporation.	to me, and with

LASER PRO Lending, Ver. 5.25.30.001 Copr. Harland Financial Solutions, Inc. 1997, 2005. All Rights Reserved. - AL S:\CFI\LPL\G201.FC TR-184447 PR-19



SCHEDULE "A"

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

LOT 3, ACCORDING TO THE SURVEY OF THIRD ADDITION TO RIVERCHASE COUNTRY CLUB, AS RECORDED IN MAP BOOK 7, PAGE 53, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

SUBJECT TO:

10-FOOT EASEMENT ALONG REAR AND ALONG THE NORTHERN PROPERTY LINE AS SHOWN ON RECORDED MAP OF SAID SUBDIVISION.

KNOWN:

1228 COUNTRY CLUB CIRCLE

PARCEL:

117350003002034