

#### WHEN RECORDED MAIL TO:



TRAWICK, BOBBY D

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

20051190926460

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

0-0499508697

## MODIFICATION OF MORTGAGE

55.50

THIS MODIFICATION OF MORTGAGE dated May 11, 2005, is made and executed between BOBBY D TRAWICK, whose address is 2611 TAHITI TER, ALABASTER, AL 35007 and GLORIA TRAWICK, whose address is 2611 TAHITI TER, ALABASTER, AL 35007; husband and wife (referred to below as "Grantor") and AmSouth Bank, whose address is 1 Independence Plaza, Homewood, AL 35209 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated December 7, 2000 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED ON 12-27-2000 IN SHELBY COUNTY, AL, INSTR #2000-44882 AND MODIFIED ON 05-11-2005.

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 2611 TAHITI TER, 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 \$25,000 to \$50,000.

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 11, 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:** 

(Seal)

LENDER:

AMSOUTH BANK

X Jammera Hill Authorized Signer (Seal)

This Modification of Mortgage prepared by:

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

City, State, ZIP: BIRMINGHAM, AL 35283

# MODIFICATION OF MORTGAGI (Continued)

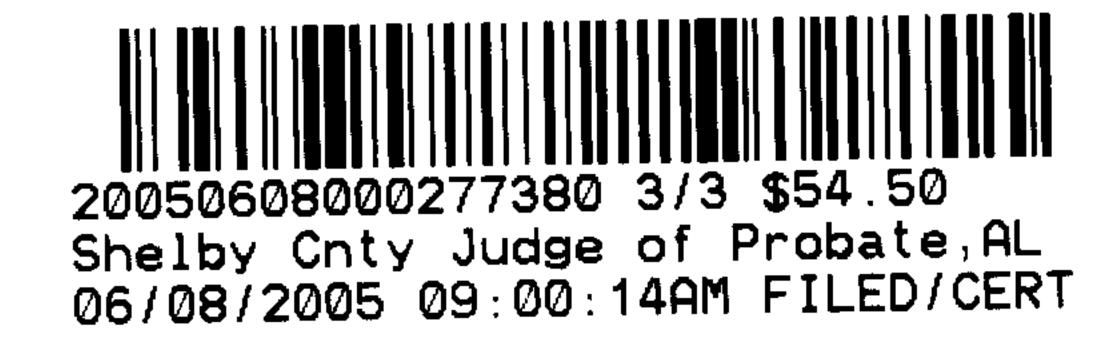
20050608000277380 2/3 \$54.50 Shelby Cnty Judge of Probate, AL 06/08/2005 09:00:14AM FILED/CERT

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### INDIVIDUAL ACKNOWLEDGMENT

INDIAIDOUL MONITORALEDGIVILIAI
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 BOBBY D TRAWICK and GLORIA TRAWICK, 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 day of day of , 20 0 6.
Dair Soup Douge
Wotary Public Glocia Faye Gouge
My commission expires
LENDER ACKNOWLEDGMENT
LENDER ACKNOWLEDGMENT
LENDER ACKNOWLEDGMENT  STATE OF ALABAMA
STATE OF ALABAMA  1 SS
STATE OF ALABAMA
STATE OF ALABAMA  COUNTY OF Shelbi
STATE OF ARAMA  ) SS  COUNTY OF Shelby  I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that AMSOUTH BANK  a corporation, is signed to the foregoing Modification and who is known to me.
STATE OF ABAMA    SS
STATE OF
STATE OF ARAMA    Sounty of Shelb
STATE OF ARAMA    SS
STATE OF ABAMA  ) SS  COUNTY OF Shells  I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that AMSOUN BAD 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 efficial seal this day of Ay . 20 25

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## SCHEDULE "A"

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

LOT 25, IN BLOCK 7, ACCORDING TO THE SURVEY OF SOUTHWIND, FOURTH SECTOR AS RECORDED IN MAP BOOK 7 PAGE 97 IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA; BEING SITUATED IN SHELBY COUNTY, ALABAMA.

KNOWN:

2611 TAHITI TERRACE

PARCEL:

232104001037000