20050613000288380 1/3 $75.25
Shelby Cnty Judge of Probate, AL
06/13/2005 10:21:16AM FILED/CERT

WHEN RECORDED MAIL TO:

SCHERER, DUSTY L

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

2005116115323 0

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

0711000026632

75.25

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated May 10, 2005, is made and executed between DUSTY L SCHERER, AKA DUSTY LOUIS SCHERER, whose address is 2041 SHAGBARK RD , HOOVER , AL 35244 and JENNIFER SCHERER, AKA JENIFER MADDOX SCHERER, whose address is 2041 SHAGBARK RD , HOOVER , AL 35244; husband and wife (referred to below as "Grantor") and AmSouth Bank, whose address is 1849 Highway 31 South, Birmingham, AL 35244 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated September 19, 2003 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED10/20/03 IN SHELBY COUNTY INST # 20031020000698400 AMENDED 04/21/04 RECORDED 05/13/04 IN SHELBY COUNTY INST# 20040513000253970 MODIFIED 05/10/05.

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 2041 SHAGBARK RD , 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 $22,500.00to $60,000.00.

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 10, 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:

X Dusty L. Scherer (Seal)
DUSTY L SCHERER

X Jennifer Scherer (Seal)
JENNIFER SCHERER

LENDER:

AMSOUTH BANK

X (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

Name: STOVES
Address: P.O. BOX 830721
City, State, ZIP: BIRMINGHAM, AL 35283

INDIVIDUAL ACKNOWLEDGMENT

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STATE OF Alabama)
) SS
COUNTY OF Jefferson)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **DUSTY L SCHERER and JENNIFER SCHERER, 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 10 **day of** May, 20 05.

Traci R Smith
Notary Public

My commission expires 4/19/06

LENDER ACKNOWLEDGMENT

STATE OF Alabama)
) SS
COUNTY OF Jefferson)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that ~~Dusty L. Scherer and Jennifer Scherer~~ Traci L Smith 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 10 **day of** May, 20 05.

Carole W. Covington
Notary Public

My commission expires NOTARY PUBLIC STATE OF ALABAMA AT LARGE MY COMMISSION EXPIRES: Mar 2, 2008 BONDED THRU NOTARY PUBLIC UNDERWRITERS

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SCHEDULE "A"

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

LOT 822, ACCORDING TO THE SURVEY OF FIFTEENTH ADDITION TO RIVERCHASE COUNTRY CLUB, AS RECORDED IN MAP BOOK 8, PAGE 168, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

SUBJECT TO:

25 FOOT BUILDING LINE; 10 FOOT EASEMENT ON REAR; EASEMENTS FOR UNDERGROUND CABLES; AGREEMENT WITH ALABAMA POWER COMPANY; TRANSMISSION LINE PERMIT TO ALABAMA POWER COMPANY; RESTRICTIONS AS TO MINIMUM AND MAXIMUM SQUARE FOOTAGE; AND, DECLARATION OF PROTECTIVE COVENANTS, OF RECORD.

KNOWN: **2041 SHAGBARK ROAD**

PARCEL: **117250001001155**