## WHEN RECORDED MAIL TO:



CARBONIE, KENNETH W

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

20050615000292680 1/3 \$61.50 Shelby Cnty Judge of Probate, AL 06/15/2005 09:54:16AM FILED/CERT

x Manilyn C. Canhonio

20051191037400

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

61,50

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated May 19, 2005, is made and executed between KENNETH W CARBONIE a/k/a KENNETH WAYNE CARBONIE a/k/a KEN CARBONIE, whose address is 4942 MEADOW BROOK WAY, BIRMINGHAM, AL 35242 and MARILYN C CARBONIE a/k/a MARILYN A CARBONIE a/k/a MARILYN CRUMPTON CARBONIE whose address is 4942 MEADOW BROOK WAY, BIRMINGHAM, AL 35242; husband and wife (referred to below as "Grantor") and AmSouth Bank, whose address is 3179 Green Valley Road, Birmingham, AL 35243 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated June 4, 1998 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED JUNE 17 1998, SHELBY COUNTY ALABAMA, INSTR # 1998-22599 AMENDMENT RECORDED OCTOBER 30 2003, SHELBY COUNTY ALABAMA, INSTR # 20031030000723050 MODIFIED MAY 19 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 4942 MEADOW BROOK WAY, 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 \$60,000.00 to \$87,000.00.

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 19, 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:** 

LENDER:

AMSOUTH BANK

Authorized Signer

(Seal)

This Modification of Mortgage prepared by:

Name: Address: City, State, ZIP:

INDIVIDUAL ACKNOWLEDGMENT					
STATE OF Alabane		)			
	-	) SS			
COUNTY OF Jeffoson	<del></del>	}			
I, the undersigned authority, a Notary Public in a CARBONIE, husband and wife, whose names are this day that, being informed of the contents of s	e signed to the	foregoing instru n, they executed	ment, and who a the same volunta	re known to me, acknow rily on the day the same b	ledged before me on ears date.
Given under my hand and official seal this	1975	day of	May	, 20 <u>と</u> S	
My commission expires 6-28-08			N	Notary Public  OTARY PUBLIC STATE OF ALAI  Y COMMISSION EXPIRES:  ONCE THRU NOTARY PUBLIC	Jane 35, 2000
	LENDER A	ACKNOWLE	DGMENT		
STATE OF Alabama	_	)			•
		) SS			£.3
COUNTY OF Jefes	<del></del>	)		Oinv	24 H 6 // m
I, the undersigned authority, a Notary Public in an acknowledged before me on this day that, being full authority, executed the same voluntarily for a	informed of the	poration, is sign e contents of said	ed to the forego d Modification of	oing Modification and wh	no is known to me, such officer and with
Given under my hand and official seal this	1914	day of	May		
				Notary Public	
My commission expires 6-28-08				NOTARY PUBLIC STATE OF ALMY COMMISSION EXPERIMENTARY PRINCIPLE.	t5: Jame 28, 2000

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## SCHEDULE "A"

## THE FOLLOWING DESCRIBED PROPERTY:

LOT 76, SURVEY OF MEADOW BROOK, SECOND SECTOR, 1<sup>ST</sup> PHASE, SHELBY COUNTY, ALABAMA.

KNOWN:

4942 MEADOW BROOK WAY

PARCEL:

093060001001057

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