

#### WHEN RECORDED MAIL TO:



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> 2005/31/046410 070499728311

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122.00

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated May 19, 2005, is made and executed between SAMUAL P GEORGE, whose address is 38 BART CIRCLE, ALABASTER, AL 35007 and REBECCA D GEORGE, whose address is 38 BART CIRCLE, ALABASTER, AL 35007; husband and wife (referred to below as "Grantor") and AmSouth Bank, whose address is 601 Lakeshore Parkway, Birmingham, AL 35209 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated January 25, 2002 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED ON 2-8-2002 IN SHELBY COUNTY, FLORIDA IN INST#2002-06874.

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 38 BART CIRCLE, 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 \$50,000.00 to \$120,000.00.

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:** 

SAMUAL P GEORGE

LENDER:

**AMSOUTH BANK** 

Authorized Signer

This Modification of Mortgage prepared by:

Name: Address: City, State, ZIP:

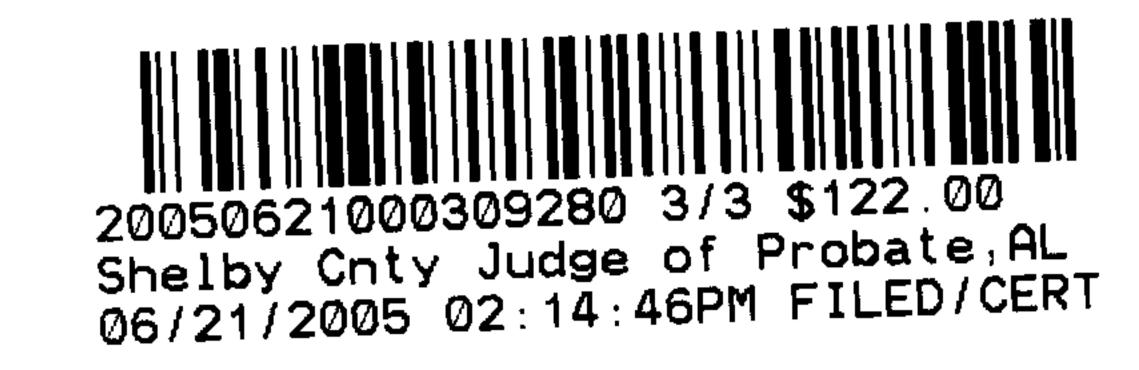
# MODIFICATION OF MORTGAGE (Continued)

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### INDIVIDUAL ACKNOWLEDGMENT

STATE OF <u>Alabama</u> ,
\ _ C C
COUNTY OF JEfferson
I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that SAMUAL P GEORGE and REBECCA D GEORGE, 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 25th day of 1999, 20 05.
MY COMMISSION EXPIRES MARCH 29, 2009  Notary Public
My commission expires
LENDER ACKNOWLEDGMENT
STATE OF MADAMA
STATE OF MADAMA
STATE OF Alabama  COUNTY OF JEfferson  STATE OF Alabama  STATE OF
STATE OF Alabama  COUNTY OF JEfferson  STATE OF Alabama  STATE OF
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# SCHEDULE "A"

THE "REAL PROPERTY" LOCATED IN SHELBY COUNTY, STATE OF ALABAMA:

LOT 38, ACCORDING TO SURVEY OF SCOTTSDALE, AS RECORDED IN MAP BOOK 6 AT PAGE 101, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

KNOWN: 38 BART CIRCLE

PARCEL: 236142004005000