



20050624000315480 1/3 \$32.00
 Shelby Cnty Judge of Probate, AL
 06/24/2005 03:50:16PM FILED/CERT

WHEN RECORDED MAIL TO:



ASHMAN, MICHELLE A

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

20051431002160
 070499352625

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

3200

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated May 26, 2005, is made and executed between MICHELLE A ASHMAN, whose address is 1813 CHANDAMONT CIR, PELHAM, AL 35124 and DAVID R ASHMAN, whose address is 1813 CHANDAMONT CIR, PELHAM, AL 35124; wife and husband (referred to below as "Grantor") and AmSouth Bank, whose address is 2228 Pelham Parkway, Pelham, AL 35124 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated March 15, 1999 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED ON 04-05-1999 IN THE OFFICE OF THE JUDGE OF PROBATE FOR SHELBY COUNTY, ALABAMA IN INSTRUMENT 1999-14326 AND RERECORDED ON 07-07-2003 AND MODIFIED ON 05-26-2005.

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 1813 CHANDAMONT CIR, PELHAM, AL 35124.

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 \$45,000.00 to \$55,000.00.


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 26, 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.

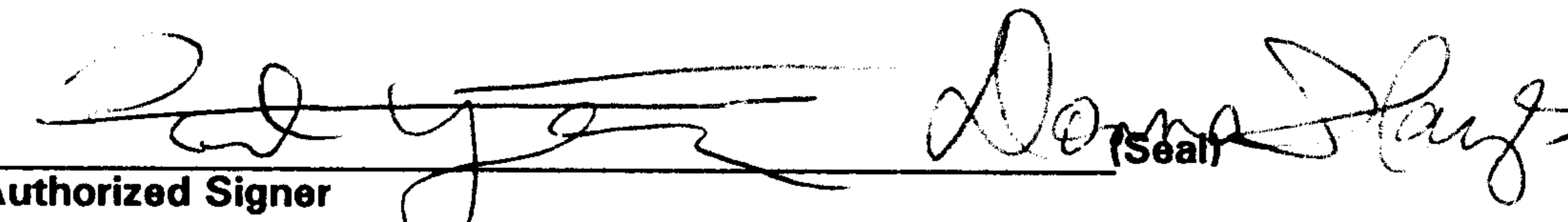
GRANTOR:

X  (Seal)
 MICHELLE A ASHMAN

X  (Seal)
 DAVID R ASHMAN

LENDER:

AMSOUTH BANK

X  (Seal)
 Authorized Signer

This Modification of Mortgage prepared by:

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

MODIFICATION OF MORTGAGE
(Continued)



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INDIVIDUAL ACKNOWLEDGMENT

STATE OF AL)
) SS
COUNTY OF Shelby)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that MICHELLE A ASHMAN and DAVID R ASHMAN, wife and husband, 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 26th day of May, 2005.
Maureen A Lowe
Notary Public

MY COMMISSION EXPIRES SEPTEMBER 30, 2008

My commission expires _____

LENDER ACKNOWLEDGMENT


STATE OF AL)
) SS
COUNTY OF Shelby at large)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Donna Hayes 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 26th day of May, 2005.
Linda J. Boyer
Notary Public

MY COMMISSION EXPIRES
December 11, 2006

My commission expires _____


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SCHEDULE "A"

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

**LOT 47, ACCORDING TO THE MAP AND SURVEY OF CHANDALAR SOUTH,
FIRST SECTOR, AS RECORDED IN MAP BOOK 5, PAGE 106, PROBATE OFFICE OF
SHELBY COUNTY, ALABAMA. SITUATED IN SHELBY COUNTY, ALABAMA.**

KNOWN: 1813 CHANDAMONT CIR

PARCEL: 131013004009000