



20050628000321320 1/3 \$92.00
Shelby Cnty Judge of Probate, AL
06/28/2005 03:46:31PM FILED/CERT

WHEN RECORDED MAIL TO:



CUTLER, JEFFREY B

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

20051041213220
071100022003

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

92.00

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated May 31, 2005, is made and executed between **JEFFREY B CUTLER**, whose address is **4013 WATER WILLOW LN, HOOVER, AL 35244** and **SUSAN J CUTLER**, whose address is **4013 WATER WILLOW LN, HOOVER, AL 35244**; husband and wife (referred to below as "Grantor") and **AmSouth Bank**, whose address is **35 Church Street, Birmingham, AL 35213** (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated September 11, 2003 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED 09-24-2003, SHELBY CO, AL, I#20030924000643140; AND MODIFIED ON 05-31-05.

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 **4013 WATER WILLOW LN, HOOVER, AL 35244.**

MODIFICATION. Lender and Grantor hereby modify the Mortgage as follows:

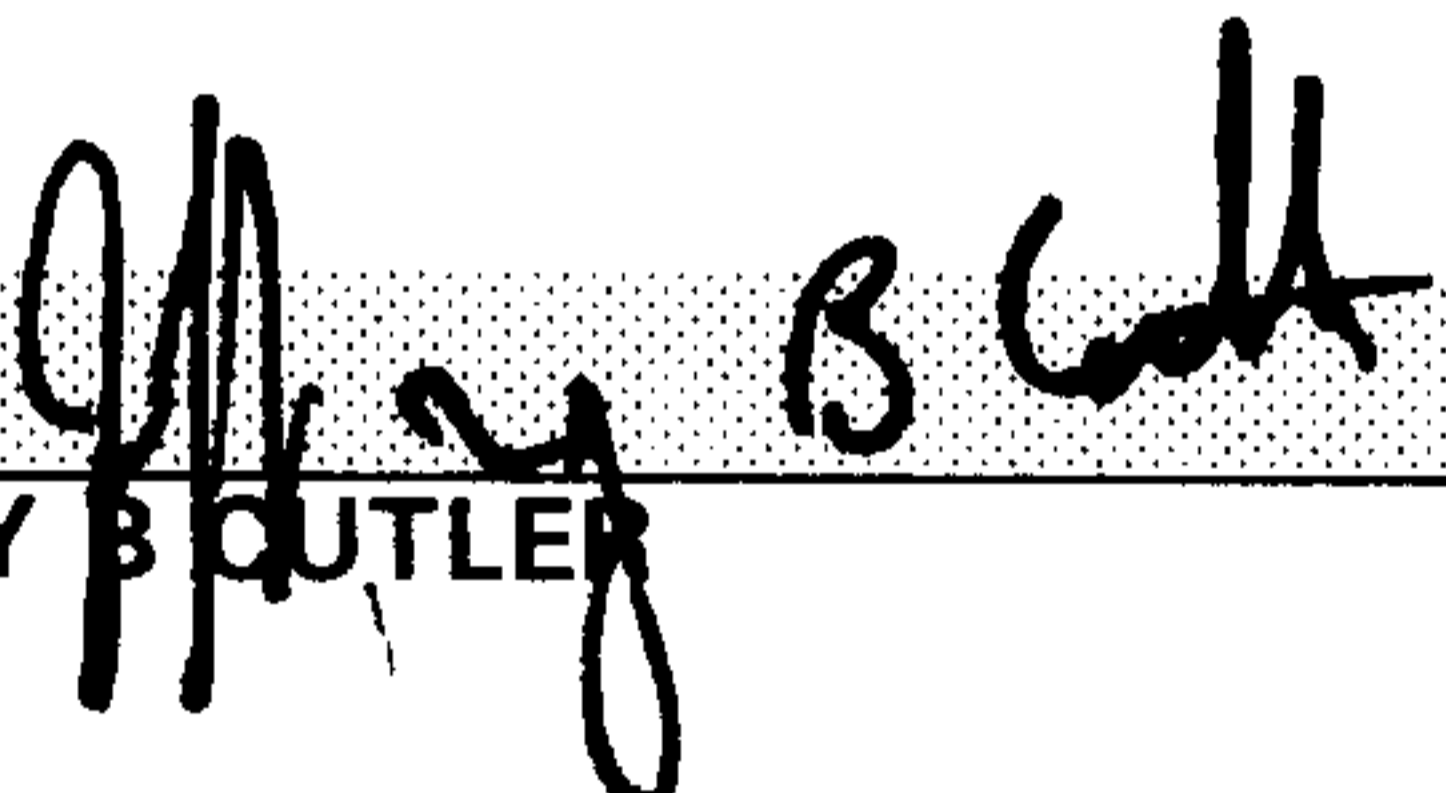
The Credit Limit or maximum principal indebtedness secured by the Mortgage (excluding finance charges, any temporary overages, other charges and any amounts expended or advanced as provided in the Mortgage) is hereby increased from \$100,000 to \$150,000.

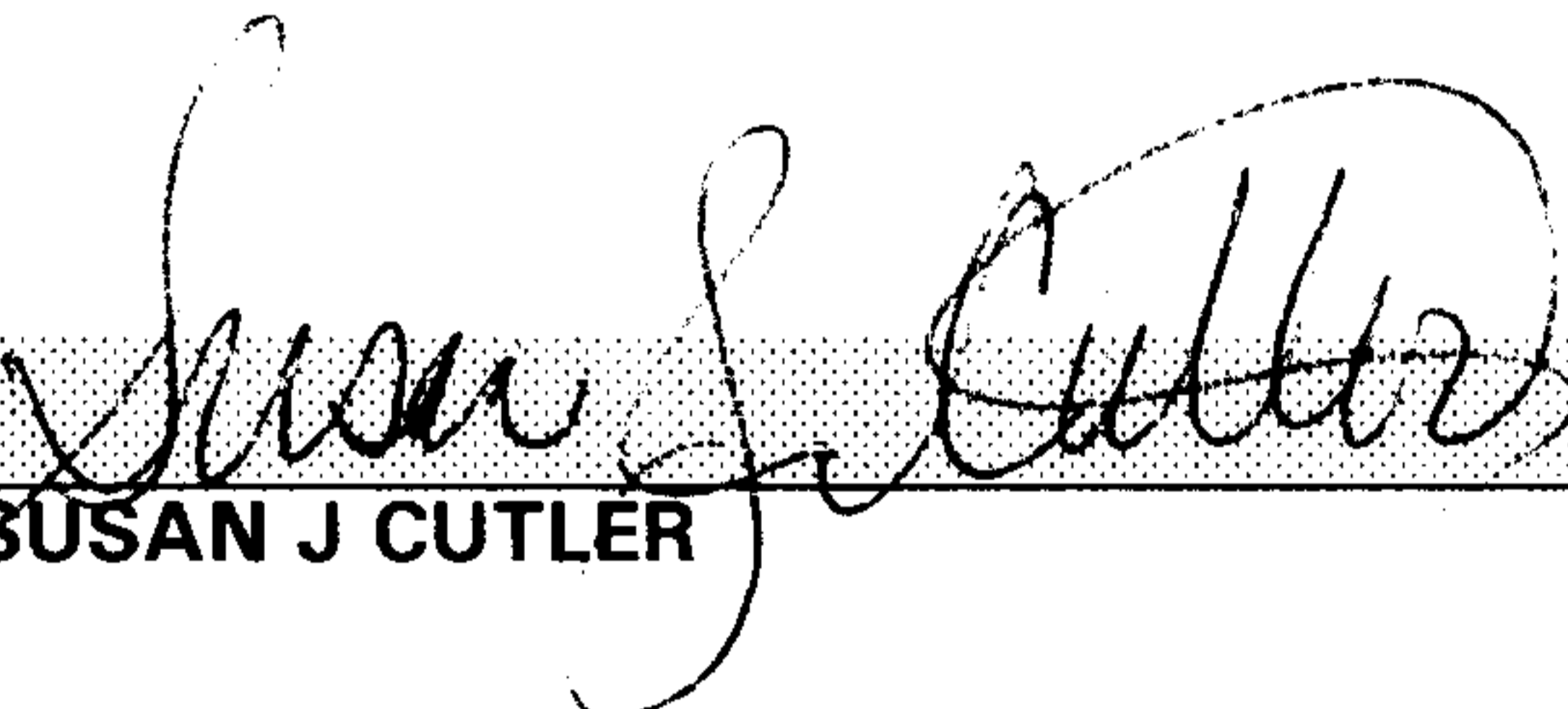
CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right 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 31, 2005.

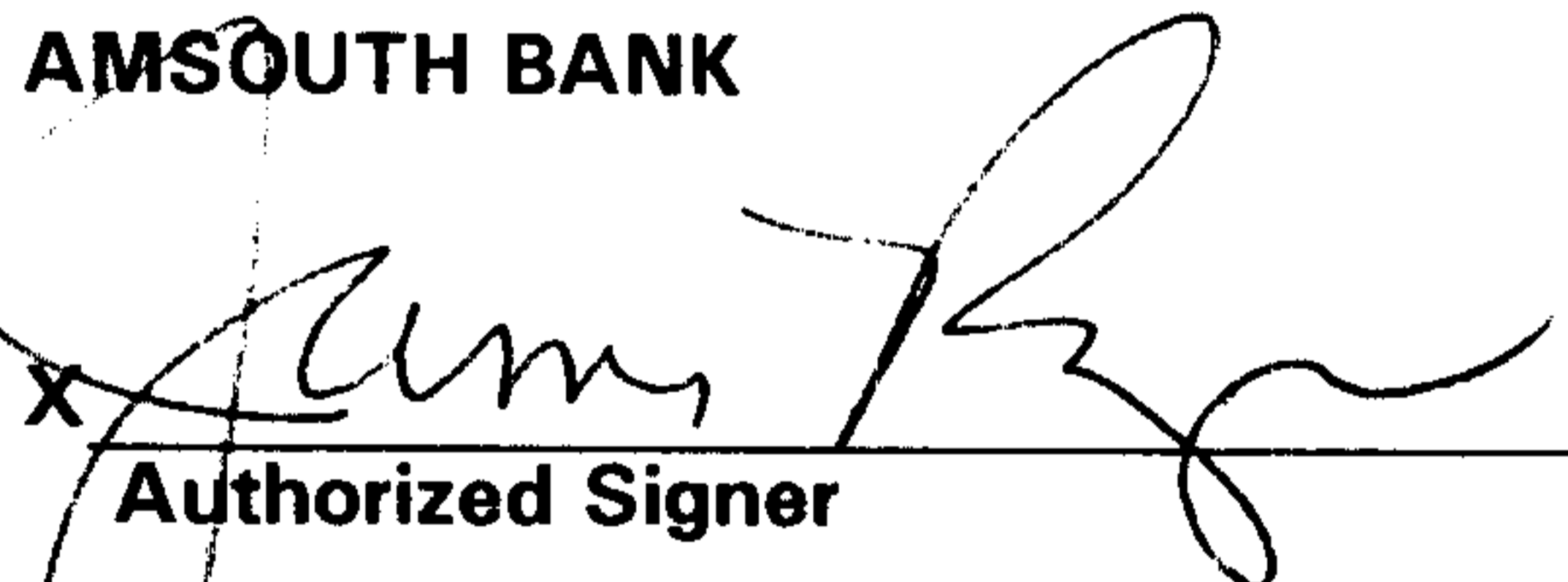
THIS MODIFICATION IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS MODIFICATION IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.

GRANTOR:

X  (Seal)
JEFFREY B CUTLER

X  (Seal)
SUSAN J CUTLER

LENDER:

AMSOUTH BANK
X  (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

**Name: LEAH PAYNE
Address: P.O. BOX 830721
City, State, ZIP: BIRMINGHAM, AL 35283**

MODIFICATION OF MORTGAGE
(Continued)

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 **JEFFREY B CUTLER and SUSAN J CUTLER, 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 31st day of May, 2005.

MY COMMISSION EXPIRES MAY 11, 2008

2008
LB

Kris C. Burgess
Notary Public

My commission expires _____

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 James H. Runic 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 31st day of May, 2005.

MY COMMISSION EXPIRES MAY 11, 2008

Kris C. Burgess
Notary Public

My commission expires _____



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SCHEDULE "A"

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

**LOT 3009, ACCORDING TO THE SURVEY OF RIVERCHASE COUNTRY CLUB, 30TH
ADDITION AS RECORDED IN MAP BOOK 13 PAGE 88 A & B IN THE OFFICE OF
THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA; BEING SITUATED
IN SHELBY COUNTY, ALABAMA.**

KNOWN: 4013 WATER WILLOW LN

PARCEL: 117350002011000