20050711000346650 1/3 \$54.50 Shelby Cnty Judge of Probate, AL 07/11/2005 04:03:48PM FILED/CERT

WHEN RECORDED MAIL TO:



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20051541753200

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MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated June 13, 2005, is made and executed between MARSHALL A MAY, whose address is 863 SHADY OAK LN, ALABASTER, AL 35007 and FRANCES C MAY, whose address is 863 SHADY OAK LN, ALABASTER, AL 35007; husband and wife (referred to below as "Grantor") and AmSouth Bank, whose address is 1235 First Street North, Alabaster, AL 35007 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated March 10, 2004 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED IN SHELBY COUNTY AL RECORDED DATE 03-29-04 INSTRUMENT NUMBER 20040329000160250 MOD 06-13-05.

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 863 SHADY OAK LN, 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 \$40,000 to \$65,000.

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 JUNE 13, 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)

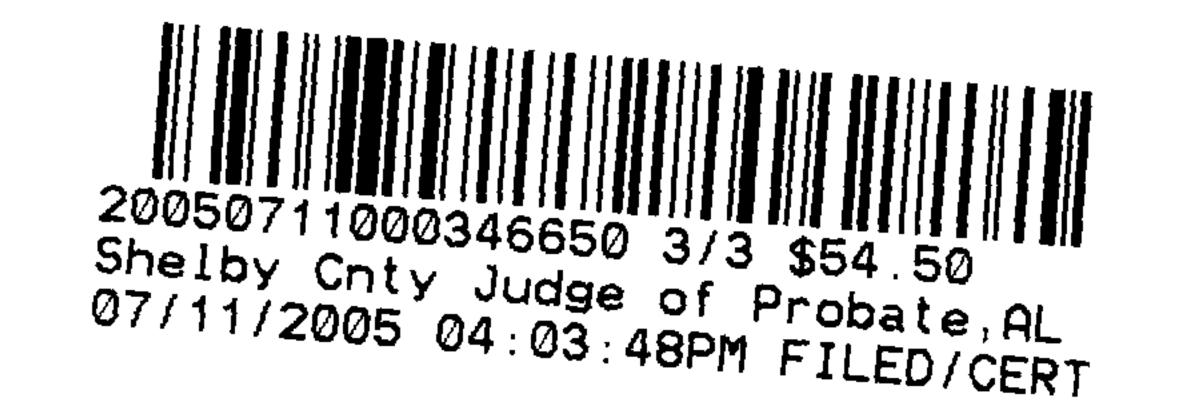
This Modification of Mortgage prepared by:

Name: SHEILA PARKER Address: P.O. BOX 830721

City, State, ZIP: BIRMINGHAM, AL 35283

INDIVIDUAL ACKNOWLEDGMENT) SS I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that MARSHALL A MAY and FRANCES C MAY, 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 Notany Public My commission expires $5 - 0 \varphi$ LENDER ACKNOWLEDGMENT SS I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that $\frac{AUSDUT}{AUSDUT}$ $\frac{ADE}{ADE}$ 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 Netary Public My commission expires \leq \leq \leq \leq

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SCHEDULE "A"

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

A PARCEL OF LAND SITUATED TO THE S 1/2 OF THE SW 1/4 OF SECTION 22, TOWNSHIP 21 SOUTH, RANGE 3 WEST, SHELBY COUNTY, ALABAMA DESCRIBED AS FOLLOWS: COMMENCE AT THE SE CORNER OF SE 1/4 OF SW 1/4 OF SECTION 22, TOWNSHIP 21 SOUTH, RANGE 3 WEST; THENCE RUN WESTERLY ALONG THE SOUTH LINE OF SAID 1/4- 1/4 FOR A DISTANCE OF 1,194.77 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG LAST DESCRIBED COURSE FOR A DISTANCE OF 149.5/58 FEET (DEED 149.68 FEET) TO THE SW CORNER OF SAID 1/4 - 1/4 SECTION; THENCE TURN AN ANGLE TO THE LEFT OF 0DEG 18'38" (DEED - CONTINUE ALONG LAST DESCRIBED COURSE) FOR A DISTANCE OF 80.20 FEET (DEED 80.25 FEET); THENCE TURN AN ANGLE TO THE RIGHT OF 88DEG41'54" (DEED 88DEG28'13") AND RUN NORTHERLY 324.86 FEET (DEED 324.84 FEET) TO THE SOUTHERLY RIGHT OF 88DEG41'54" (DEED 88DEG28'13") AND RUN NORTHERLY 324.86 FEET (DEED 324.84 FEET) TO THE SOUTHERLY RIGHT OF WAY LINE OF SHADY OAK LANE; THENCE TURN AN ANGLE TO THE RIGHT OF 91DEG31'09" (DEED 88DEG22'45") AND RUN SOUTHERLY FOR A DISTANCE OF 324.74 FEET (DEED 325.09 FEET) TO THE POINT OF BEGINNING.

KNOWN:

863 SHADY OAK LN

PARCEL:

235220002029001