## WHEN RECORDED MAIL TO:



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

20051101110080

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

(Seal)

13000005 3598

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## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated June 22, 2005, is made and executed between JEANNE L HANEY, whose address is 1695 BURNINGTREE DR, PELHAM, AL 35124 and EARL D HANEY, whose address is 1695 BURNINGTREE DR, 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 November 10, 2003 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED 03-23-2004 IN SHELBY COUNTY, INSTRUMENT 20040323000148400; AND MODIFIED ON 06-22-2005.

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 1695 BURNINGTREE DR, 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 \$100,000.00 to \$150,000.00.

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 JUNE 22, 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:

JEANNE L HANEY

FARL D HANEY

LENDER:

AMSOUTH BANK

Authorized Signer

This Modification of Mortgage prepared by:

Name: MICHAEL TANONE Address: P.O. BOX 830721

City, State, ZIP: BIRMINGHAM, AL 35283

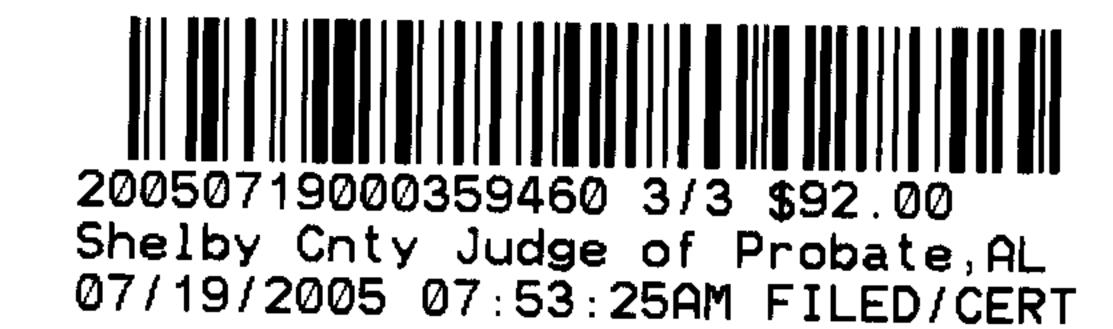
## MODIFICATION OF MORTGAGE (Continued)

20050719000359460 2/3 \$92.00 Shelby Cnty Judge of Probate, AL 07/19/2005 07:53:25AM FILED/CERT

INDIVIDUAL ACKNOWLEDGMENT	
STATE OF Alabama	<b>1</b>
	, ) SS
COUNTY OF Shelb-	
and husband, whose names are signed to the foregoing instrument informed of the contents of said Modification, they executed the s	y in said state, hereby certify that <b>JEANNE L HANEY and EARL D HANEY, wife</b> at, and who are known to me, acknowledged before me on this day that, being same voluntarily on the day the same bears date.
Given under my hand and official seal this	day of $5une$ , 2005.
	Fordie Resa
	Notary Public
My commission expires $H-1-08$	
LENDER ACKNOWLEDGMENT	
$\Delta 1 \alpha 1 \alpha 1 \cdots \alpha$	
STATE OF A COUNTY	
	) SS
COUNTY OF Shelbi	)
ا, the undersigned authority, a Notary Public in and for said county المعرفة	in said state, hereby certify that HIN Scientify BANK
acknowledged before me on this day that, being informed of the	ration, is signed to the foregoing Modification and who is known to me, 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 s	said corporation.
Given under my hand and official seal this	_ day of
	Mailence Lica
	Notary Public
My commission expires	

LASER PRO Lending, Ver. 5.25.30.001 Copr. Harland Financial Solutions, Inc. 1997, 2005. All Rights Reserved. - AL S:\CFI\LPL\G201.FC TR-193036 PR-19

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## SCHEDULE "A"

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

LOT 5, BLOCK 5, ACCORDING TO THE SURVEY OF INDIAN HILLS SECOND SECTOR, AS RECORDED IN MAP BOOK 4, PAGE 91, IN THE PROBATE OFFICE OF SHELBY COUNTY, AL.

KNOWN: 1695 BURNINGTREE DRIVE

PARCEL: 117364001037000