20050719000359520 1/3 \$62.00 Shelby Cnty Judge of Probate, AL 07/19/2005 08:25:09AM FILED/CERT

WHEN RECORDED MAIL TO:



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

20051731338190

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated June 24, 2005, is made and executed between THOMAS L TINDAL, whose address is 2616 BUCKBOARD RD, BIRMINGHAM, AL 35244 and MICHELLE M TINDAL, whose address is 2616 BUCKBOARD RD, BIRMINGHAM, AL 35244; husband and wife (referred to below as "Grantor") and AmSouth Bank, whose address is 2653 Valleydale Road, Birmingham, AL 35244 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated April 30, 2002 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED 05-10-02 INSTRUMENT #20020510000221370 AND RE-RECORDED 04-17-03 INSTRUMENT #20030417000233710.

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 2616 BUCKBOARD RD, BIRMINGHAM, 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 \$10000.00 to \$40000.00.

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 24, 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:

THOMAS L TINDAL

MICHELLE M TINDAL

LENDER:

AMSOUTH BANK

Authorized Signer

This Modification of Mortgage prepared by:

Name: ADA MATTHEWS Address: P.O. BOX 830721

City, State, ZIP: BIRMINGHAM, AL 35283

: 2

MODIFICATION OF MORTGAGE (Continued)

20050719000359520 2/3 \$62.00 Shelby Cnty Judge of Probate, AL 07/19/2005 08:25:09AM FILED/CERT

day of

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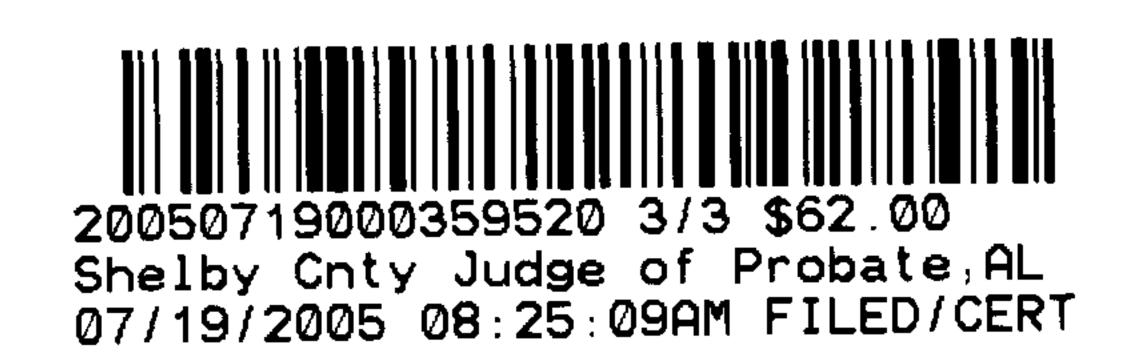
Linda J Bogus

MY COMMISSION EXPIRES

December 11, 2006

Given under my hand and official seal this

My commission expires



SCHEDULE "A"

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

LOT 42, ACCORDING TO THE SURVEY OF HOMESTEAD, FIRST SECTOR, AS RECORDED IN MAP BOOK 6, PAGE 9, IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA.

KNOWN: 2616 BUCKBOARD ROAD

PARCEL: 105150002029000