20050727000376480 1/3 \$137.00 Shelby Cnty Judge of Probate, AL 07/27/2005 10:56:53AM FILED/CERT

WHEN RECORDED MAIL TO:



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

200551811317390

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE

137.00

THIS MODIFICATION OF MORTGAGE dated July 5, 2005, is made and executed between DAVID H JUHOLA, whose address is 137 GLEN ABBEY LN, ALABASTER, AL 35007 and SAUNDRA F JUHOLA, whose address is 137 GLEN ABBEY LN, ALABASTER, AL 35007; husband and wife (referred to below as "Grantor") and AmSouth Bank, whose address is 4915 Highway 17, Helena, AL 35080 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated October 5, 2004 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED IN THE PROBATE OFFICE OF SHELBY COUNTY ON 10/22/04 IN BOOK INST # 20041022000583970 MODIFIED 07/05/05.

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 137 GLEN ABBEY 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 \$100,000.00 to \$180,000.00.

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 JULY 5, 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

DAVID H JUHOLA

LENDER:

TIDELA

AMSOUTH BANK

Authorized Signer

This Modification of Mortgage prepared by:

Name: STOVES

Address: P.O. BOX 830721

(Seal)

City, State, ZIP: BIRMINGHAM, AL 35283

MODIFICATION OF MORTGA (Continued)

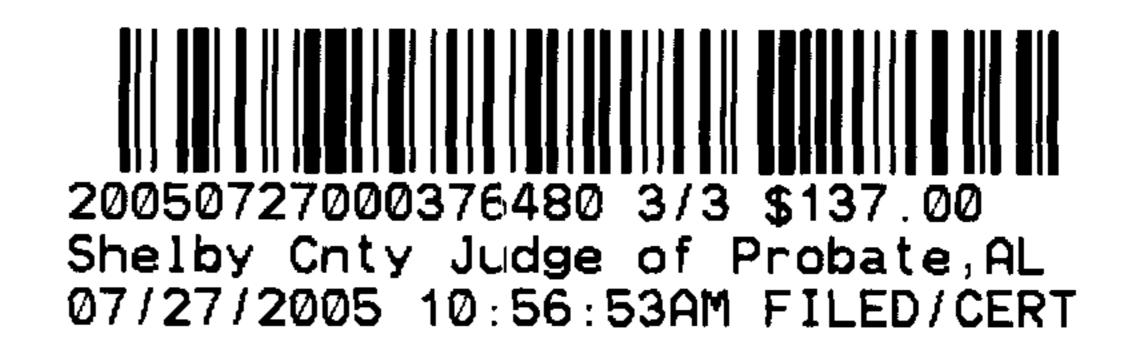
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Page 2

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Wabane	
) SS
COUNTY OF SHEEST	
	county in said state, hereby certify that DAVID H JUHOLA and SAUNDRA foregoing instrument, and who are known to me, acknowledged before me on the they executed the same voluntarily on the day the same bears date.
Given under my hand and official seal this	day of Suly 2005.
	The Date of the Alas
	Notary Public
My commission expires $9/27/2008$	
LENDER	ACKNOWLEDGMENT
STATE OF De C)
) SS
COUNTY OF SERFEWSIN	
a c	unty in said state, hereby certify that <u>so be the content of the state of the foregoing Modification and who is known to not the contents of said Modification of Mortgage, he or she, as such officer and work of said corporation.</u>
Given under my hand and official seal this	day of
MY COMMISSION EXPIRES December 11, 2006	Holary Public

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SCHEDULE "A"

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

LOT 334, ACCORDING TO THE SURVEY OF WYNDHAM, WYNWOOD SECTOR, PHASE III, AS RECORDED IN MAP BOOK 24, PAGE 129, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

KNOWN: 137 GLEN ABBY LN

PARCEL: 13-5-22-3-003-102.000