

20050819000427840 1/3 \$50.95
Shelby Cnty Judge of Probate, AL
08/19/2005 12:35:44PM FILED/CERT

WHEN RECORDED MAIL TO:



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

20051960947230

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

070499539890

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated July 20, 2005, is made and executed between **PATTY G ROSE, AKA PATTY E GIBBS**, whose address is 118 **STONEHAVEN DR , PELHAM, AL 35124** and **BRAIN KEITH ROSE, AKA BRAIN K ROSE**, whose address is 118 **STONEHAVEN DR , PELHAM, AL 35124**; 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 21, 2001 (the "Mortgage") which has been recorded in **SHELBY County, State of Alabama**, as follows:

RECORDED IN SHELBY COUNTY AL RECORDED DATE 04-18-01 INSTRUMENT NUMBER 2001-14936 MOD 07-20-05.

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 **118 STONEHAVEN 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 \$28,735 to \$50,000.

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 JULY 20, 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 Patty G Rose (Seal)
PATTY G ROSE

X Brian Keith Rose (Seal)
BRAIN KEITH ROSE

LENDER:

AMSOUTH BANK

X [Signature] (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

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

MODIFICATION OF MORTGAGE
(Continued)



20050819000427840 2/3 \$50.95
Shelby Cnty Judge of Probate, AL
08/19/2005 12:35:44PM FILED/CERT

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Alabama)
) SS
COUNTY OF Shelby)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **PATTY G ROSE and BRAIN KEITH ROSE, 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 20th day of July, 20 05.

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: June 23, 2008
BONDED THRU NOTARY PUBLIC UNDERWRITERS

Shonda Ross Allinder
Notary Public

My commission expires _____

LENDER ACKNOWLEDGMENT

STATE OF Alabama)
) SS
COUNTY OF Shelby)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that AmSouth Bank 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 20th day of July, 20 05.

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: June 23, 2008
BONDED THRU NOTARY PUBLIC UNDERWRITERS

Shonda Ross Allinder
Notary Public

My commission expires _____



20050819000427840 3/3 \$50.95
Shelby Cnty Judge of Probate, AL
08/19/2005 12:35:44PM FILED/CERT

SCHEDULE "A"

THE FOLLOWING DESCRIBED PROPERTY LOCATED IN THE PROBATE OF SHELBY:

LOT 12, ACCORDING TO THE SURVEY OF THE COTTAGES AT STONEHAVEN, AS RECORDED IN MAP BOOK 21, PAGE 26, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

KNOWN: 118 STONEHAVEN DRIVE

PARCEL: 136231006012000