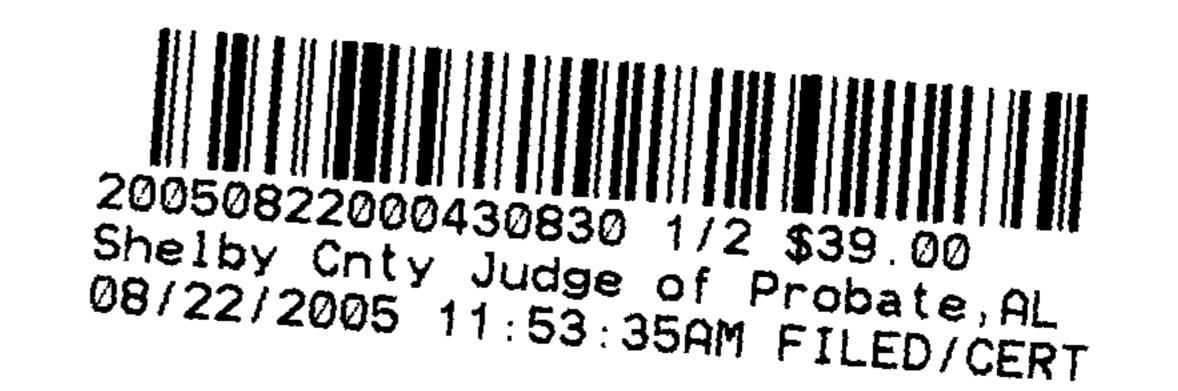
RECORDATION REQUESTED BY:

Compass Bank BHM 31 AND VALLEYDALE 1950 HWY 31 SOUTH PELHAM, AL 35124

WHEN RECORDED MAIL TO:

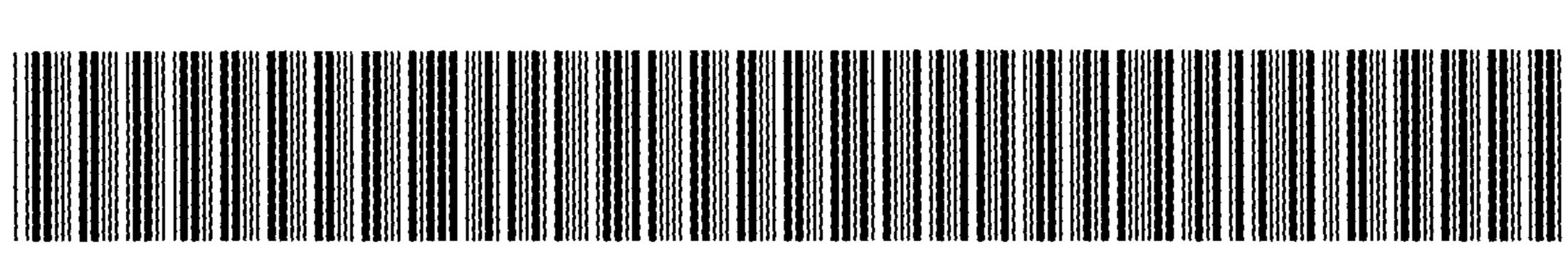


Record and Return To: Integrated Loan Services 600-A N John Rodes Blvd. Melbourne, FL 32934



SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

## MODIFICATION OF MORTGAGE



\*07700004355760000596116TSYS0740\*

THIS MODIFICATION OF MORTGAGE dated July 20, 2005, is made and executed between LAVERNE D SIMONIN AND SPOUSE, MARY A SIMONIN, AS CO-TRUSTEES OF THE SIMONIN REVOCABLE TRUST AGREEMENT, DATED 01/09/2001, WHOSE ADDRESS IS 1045 SOUTHLAKE CV BIRMINGHAM AL 35244 (referred to below as "Grantor") and Compass Bank, whose address is 1950 HWY 31 SOUTH, PELHAM, AL 35124 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated September 26, 2003 (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

RECORDED 10/20/2003, INSTRUMENT/FILM NUMBER 20031020000700160, JUDGE OF PROBATE.

REAL PROPERTY DESCRIPTION. The Mortgage covers the following described real property located in Shelby County, State of Alabama:

LOT 10, ACCORDING TO THE SURVEY OF SOUTHLAKE COVE, AS RECORDED IN MAP BOOK 12, PAGE 98, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

The Real Property or its address is commonly known as 1045 SOUTHLAKE COVE, BIRMINGHAM, AL 35244.

MODIFICATION. Lender and Grantor hereby modify the Mortgage as follows:

The \$55,000.00 principal amount of the line of credit secured by the original Mortgage, Deed of Trust or Security Deed is changed to \$71,000.00 and this change in the principal amount is evidenced by a Credit Agreement executed by some or all of the Grantors and dated the same date as this Modification. The Credit Agreement executed with this Modification and this Modification do not change the maturity date of the original Mortgage, Deed of Trust, or Security Deed.

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.

ERRORS AND OMISSIONS. The parties agree agrees that if deemed necessary by Lender or any agent closing the loan, change in terms, or renewal in conjunction with this Modification ("the Loan"), Lender or the agent may correct and adjust this document and any other documents executed in connection with the Loan ("Related Documents") on behalf of any other party, as if such other party were making the correction or adjustment, in order to correct clerical errors. A clerical error is information in a document that is missing or that does not reflect accurately another party's agreement with Lender at the time the document was executed. If any such clerical errors are material changes, the other party agrees to fully cooperate in correcting such errors within 30 days of the date of mailing by Lender of a request to do that. Any change in the documents after they are signed to reflect a change in the agreement of the parties is an "alteration" or "amendment," which must be in writing and signed by the party that will be bound by the change.

JURISDICTION. Except as otherwise provided, any legal action or proceeding arising out of or relating to the loan or other extension of credit secured by this instrument, or to enforce and defend any rights, remedies, or provisions contained in this instrument, (a "Proceeding") shall be instituted in the federal court for or the state court sitting in the county where Lender's office that made this loan is located. With respect to any Proceeding, brought by or against Lender, each of the other parties hereto, to the fullest extent permitted by law: (i) waives any objections that each such party may now or hereafter have based on venue and/or forum non conveniens of any Proceeding in such court; and (ii) irrevocably submits to the jurisdiction of any such court in any Proceeding. Notwithstanding anything to the contrary herein, Lender may commence legal proceedings or otherwise proceed against any other party in any other jurisdiction if determined by Lender to be necessary in order to fully enforce or exercise any right or remedy of Lender relating to this loan including without limitation realization upon collateral that secures this loan.

OWNER'S AFFIDAVIT ADDENDUM. An exhibit, titled "OWNER'S AFFIDAVIT ADDENDUM," is attached to this Modification and by this reference is made a part of this Modification just as if all the provisions, terms and conditions of the Exhibit had been fully set forth in this Modification.

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:

LAVERNE DISIMONIN, Individually

SIMONIN, Trustee REVOCABLE TRUST under the provisions of a Trust

Agreement dated January 9, 2001

MARY A SIMONIN, Individually

(Seal)

MARY A SIMONIN, Trustee of SIMONIN REVOCABLE TRUST under the provisions of a Trust Agreement dated January 9, 2001

## Loan No: 4355760000596116

## MODIFICATION OF MORTGAGE (Continued)

Page 2

LENDER:	
COMPASS BANK	2005.09220022
XAuthorized Signer	20050822000430830 2/2 \$39.00 Shelby Cnty Judge of Probate,AL 08/22/2005 11:53:35AM FILED/CERT
This Modification of Mortgage prepared by:	
Address: P	NNIE WASHINGTON, Document Preparer .O. Box 10343 ZIP: Birmingham, AL 35203
INDIVIDUAL ACKNOWLEDGMENT	
STATE OF Mahama	
COUNTY OF Shelby	) SS )
I, the undersigned authority, a Notary Public in and for SIMONIN, whose names are signed to the foregoing instrinformed of the contents of said Madification the execute Given under my hand and official seal this sign.	said county in said state, hereby certify that LAVERNE D SIMONIN and MARY A ument, and who are known to me, acknowledged before me on this day that, being ad the same voluntarily on the day the same bears date. day of, 20
My commission expires 29, 2007	Hou C. Manuel Notary Public
1010	
STATE OF HUDAMA	
COUNTY OF SIEDY	) SS )
SIMONIN, Of SIMONIN REVOCABLE IRUST, a trust, are s	aid county in said state, hereby certify that LAVERNE D SIMONIN, and MARY A signed to the foregoing Modification and who are known to me, acknowledged before d Modification of Mortgage, they, as such authorized trustees or agents and with full
Given under my hand and official seal this SKINIA	of said trust.  day of day of , 20 05
My commission expires 29 2007	Notary Public
THE PUBLICATION OF ARY PUBLICATION OF THE PUBLISH O	RACKNOWLEDGMENT
STATE OF	) ) SS
COUNTY OF	)
I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that 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 day of, 20	
My commission expires	Notary Public

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