



20050824000436250 1/3 \$36.50
 Shelby Cnty Judge of Probate, AL
 08/24/2005 01:02:01PM FILED/CERT

WHEN RECORDED MAIL TO:



MUNN, JONNIE M, AKA

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

20051941304430
 070499 379800

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated July 28, 2005, is made and executed between **JONNIE M MUNN, AKA JONNIE MUNN**, whose address is **500 CHASE STE 110 PK S, HOOVER, AL 35244**; unmarried (referred to below as "Grantor") and **AmSouth Bank**, whose address is **1849 Highway 31 South, Birmingham, AL 35244** (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated July 19, 1999 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED IN SHELBY COUNTY RECORDED DATE 08-09-99 INST 1999-33270 MOD RECORDED IN SHELBY COUNTY RECORDED DATE 09-18-02 INST 20020918000449310 MOD 07-28-05.

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 5308 CEDAR CIR, BIRMINGHAM, AL 35242.

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 \$75,000 to \$88,000.

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 28, 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 Jonnie Munn (Seal)
 JONNIE M MUNN

LENDER:

AMSOUTH BANK

X Beverly B Meadors (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)

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Alabama)
) SS
COUNTY OF Jefferson)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **JONNIE M MUNN, unmarried**, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said Modification, he or she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 28 day of July, 2005.
Beverly B Meadors
Notary Public

My commission expires **NOTARY PUBLIC STATE OF ALABAMA AT LARGE**
MY COMMISSION EXPIRES: July 23, 2006
BONDED THRU NOTARY PUBLIC UNDERWRITERS


LENDER ACKNOWLEDGMENT

STATE OF Alabama)
) SS
COUNTY OF Jefferson)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Jonnie M. Munn 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 28 day of July, 2005.
Carole W. Covington
Notary Public

My commission expires **NOTARY PUBLIC STATE OF ALABAMA AT LARGE**
MY COMMISSION EXPIRES: Mar 2, 2007
BONDED THRU NOTARY PUBLIC UNDERWRITERS


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SCHEDULE "A"

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

**LOT 75, ACCORDING TO THE AMENDED MAP OF HICKORY RIDGE
SUBDIVISION, AS RECORDED IN MAP BOOK 11, PAGE 79 IN THE PROBATE
OFFICE OF SHELBY COUNTY, ALABAMA**

KNOWN: 5308 CEDAR CREST

PARCEL: 106140005075000



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