20050831000450480 1/3 \$92.30 Shelby Cnty Judge of Probate, AL 08/31/2005 01:18:40PM FILED/CERT

## WHEN RECORDED MAIL TO:



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

1711000529976 70051951327010

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated August 4, 2005, is made and executed between HOWARD A. KOCH, whose address is 3332 CROSSINGS CT, BIRMINGHAM, AL 35242 and JULIE A. KOCH, whose address is 3332 CROSSINGS CT, BIRMINGHAM, AL 35242; husband and wife (referred to below as "Grantor") and AmSouth Bank, whose address is 35 Church Street, Birmingham, AL 35213 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated November 24, 2003 (the "Mortgage") which has been recorded in SHELEY County, State of Alabama, as follows:

RECORDED ON 12-12-2003 IN SHELBY COUNTY, AL, INST #20031212000802270 AND MODIFIED ON 08-04-2005.

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 3332 CROSSINGS CT, 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 \$26,300 to \$76,500.

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 and orser, 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 AUGUST 4, 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.

JULIE A. KOCH

**GRANTOR:** 

HOWARD A. KOCH

LENDER:

**AMSQUTH BANK** 

Authorized Signer

(Seal)

(Seal)

This Modification of Mortgage prepared by:

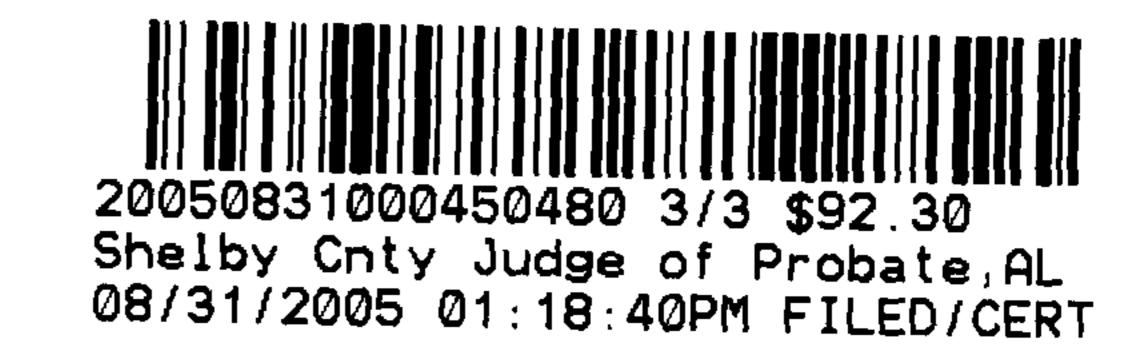
Name: CASSIE ODEN Address: P.O. BOX 830721

City, State, ZIP: BIRMINGHAM, AL 35283

## MODIFICATION OF MORTGAGE (Continued)

INDIVIDUAL ACKNOWLEDGMENT	
STATE OF WILLIAM	
COUNTY OF	) SS )
	in said state, hereby certify that HOWARD A. KOCH and JULIE A. KOCH, nent, and who are known to me, acknowledged before me on this day that, ne same voluntarily on the day the same bears date.
Given under my hand and official seal this	day of, 20, 20
My commission expires	NOTARY PUBLIC STATE OF ALABAMA AT LARGE MY COMMISSION EXPIRES: Dec 13, 2006 BONDED THRU NOTARY PUBLIC UNDERWRITERS
LENDER ACKNOWLEDGMENT	
STATE OF MUNICIPAL	) The state of the
COUNTY OF	) SS )
	tien, is signed to the foregoing Modification and who is known to me,
full authority, executed the same voluntarily for and as the act of sai	ntents of said Modification of Mortgage, he or she, as such officer and with d corporation.
Given under my hand and official seal this	day of Manual R. Toursend
NOTARY PUBLIC STATE OF ALABAMA AT LARGE MY COMMISSION EXPIRES: Dec 13, 2008 My commission expired thru notary public underwriters	Notary Public

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## SCHEDULE "A"

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

LOT 154, ACCORDING TO THE SURVEY OF PHASE TWO, CALDWELL CORSSINGS 2<sup>ND</sup> SECTOR, AS RECORDED IN MAP BOOK 31, PAGE 31, I THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA

KNOWN: 3332 CROSSINGS COURT

PARCEL: 102030005033000