

20050915000479390 1/3 \$62.00
Shelby Cnty Judge of Probate, AL
09/15/2005 09:20:32AM FILED/CERT

WHEN RECORDED MAIL TO:



BROGLIO, RONALD J

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

20052161342570
070499983148
SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated August 16, 2005, is made and executed between RONALD J BROGLIO, whose address is 1417 HIGH RD, VANDIVER, AL 35176 and CAROL L BROGLIO, whose address is 1417 HIGH RD, VANDIVER, AL 35176; husband and wife (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 June 12, 2003 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED ON 06-26-2003 IN THE OFFICE OF THE JUDGE OF PROBATE FOR SHELBY COUNTY, ALABAMA INSTRUMENT # 20030626000400810 AND MODIFIED 07-26-2003 RECORDED ON 08-07-2003 INSTRUMENT # 20030807000515130 AND MODIFIED 11-20-2003 AND RECORDED 12-10-2003 INSTRUMENT # 20031210000797480 AND MODIFIED 08-16-2005.

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

See SCHEDULE 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 1417 HIGH RD, VANDIVER, AL 35176.

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 \$130,000.00.

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 endorser 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 AUGUST 16, 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.

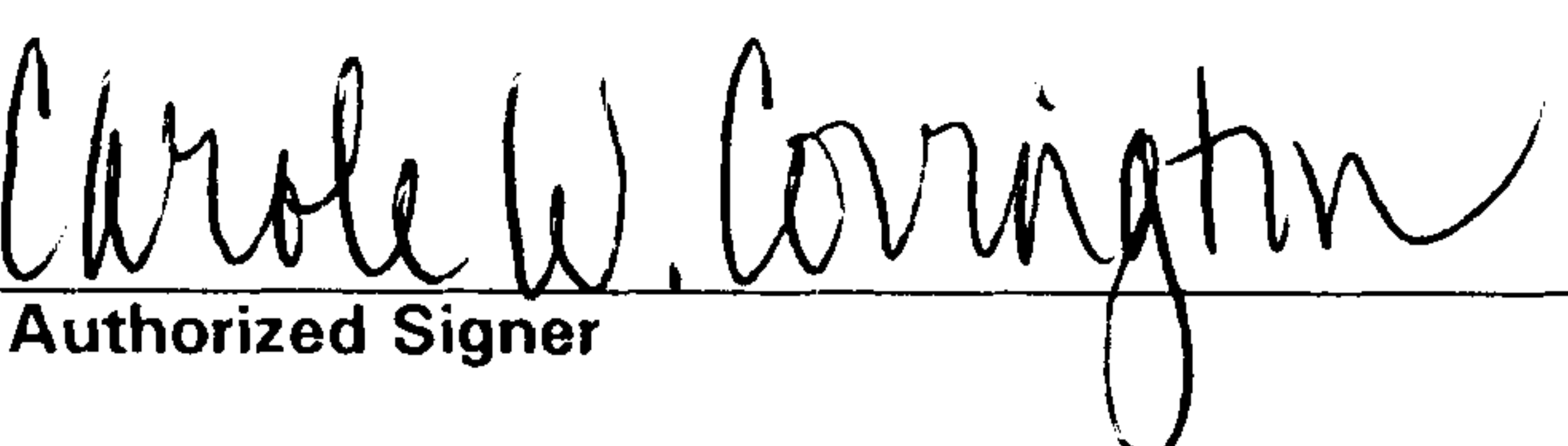
GRANTOR:

X  (Seal)
RONALD J BROGLIO

X  (Seal)
CAROL L BROGLIO

LENDER:

AMSOUTH BANK

X  (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

Name: KYESHIA SKINNER
Address: P.O. BOX 830721
City, State, ZIP: BIRMINGHAM, AL 35283

MODIFICATION OF MORTGAGE
(Continued)

INDIVIDUAL ACKNOWLEDGMENT



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STATE OF Alabama)
COUNTY OF Jefferson) SS
)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **RONALD J BROGLIO and CAROL L BROGLIO, 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 16 day of August, 2005.

Carole W. Conington
Notary Public

My commission expires NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Mar 2, 2008
BOUGHT THRU NOTARY PUBLIC UNDERWRITERS

LENDER ACKNOWLEDGMENT


STATE OF Alabama)
COUNTY OF Jefferson) SS
)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Carole W. Conington 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 16 day of August, 2005.

Ang Logan
Notary Public

My commission expires NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Apr 15, 2007
BOUGHT THRU NOTARY PUBLIC UNDERWRITERS


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SCHEDULE "A"

THE FOLLOWING DESCRIBED PROPERTY LOCATED IN THE COUNTY OF SHELBY, ALABAMA:

PARCEL B-1:

A PARCEL OF LAND SITUATED IN THE SOUTHWEST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ OF SECTION 6, TOWNSHIP 18 SOUTH, RANGE 2 EAST, SHELBY COUNTY, ALABAMA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF THE SOUTHWEST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ OF SAID SECTION 6, SAID POINT BEING A REBAR IRON SITUATED 1,316.06 FEET SOUTH OF THE NORTHWEST CORNER OF SAID SECTION 6 AS MEASURED ALONG THE SECTION LINE; THENCE RUN SOUTH ALONG THE WEST LINE OF SAID $\frac{1}{4}$ - $\frac{1}{4}$ NORTH LINE FOR 476.08 FEET TO THE CENTERLINE OF AN UNIMPROVED DIRT ROAD (NO RECORD OF DEDICATION) AND THE NORTHEAST CORNER OF SAID PARCEL A-1; THENCE TURN 72°37'59" LEFT AND RUN NORTHEASTERLY ALONG THE CENTERLINE OF SAID ROAD FOR 18.68 FEET; THENCE TURN 8°08'49" RIGHT AND RUN ALONG SAID CENTERLINE FOR 114.19 FEET; THENCE TURN 4°09'20" RIGHT AND RUN NORTHEASTERLY ALONG SAID CENTERLINE FOR 120.82 FEET; THENCE TURN 0°40'44" RIGHT AND RUN NORTHEASTERLY ALONG THE CENTERLINE OF SAID ROAD FOR 85.75 FEET TO THE NORTHEAST CORNER OF SAID PARCEL B-1 AND A POINT ON THE NORTH LINE OF SAID $\frac{1}{4}$ - $\frac{1}{4}$, SAID POINT ALSO BEING ON THE SOUTH LINE OF THE E.W.T.N. SURVEY BY MILLER, TRIPLETT AND MILLER ENGINEERS DATED 4-19-91, SAID POINT ALSO BEING ON THE CENTERLINE OF THE E.W.T.N. ACCESS ROAD AS SHOWN ON THE SURVEY BY MILLER, TRIPLETT AND MILLER ENGINEERS DATED 6/20/91; THENCE TURN 120°20'50" LEFT AND RUN WEST ALONG THE NORTH LINE OF SAID $\frac{1}{4}$ - $\frac{1}{4}$ AND ALONG THE SOUTH LINE OF SAID E.W.T.N. SURVEY FOR 630.75 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 164.171 SQUARE FEET OR 3.768 ACRES, MORE OR LESS.

KNOWN: 1417 HIGH ROAD