

#### WHEN RECORDED MAIL TO:



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070499653550

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(Seal)

### MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated August 31, 2005, is made and executed between JOSE J. CARO, whose address is 1004 INDEPENDENCE CT, ALABASTER, AL 35007 and EVA M. CARO, whose address is 1004 INDEPENDENCE CT, ALABASTER, AL 35007; 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 September 27, 2001 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED ON 10-22-2001 IN SHELBY COUNTY, AL, INSTR# 2001-45531 AND MODIFIED ON 08-30-2005.

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 1004 INDEPENDENCE CT, ALABASTER, AL 35007.

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 \$50,000 to \$100,000.

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 AUGUST 31, 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:** 

LENDER:

**AMSOUTH BANK** 

Authorized Signer

(Seal)

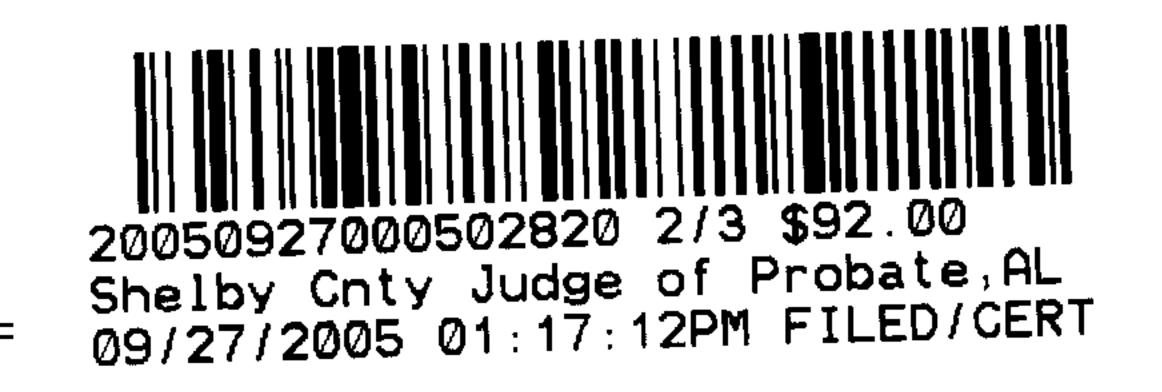
(Seal)

EVA M. CARO

This Modification of Mortgage prepared by:

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

City, State, ZIP: BIRMINGHAM, AL 35283

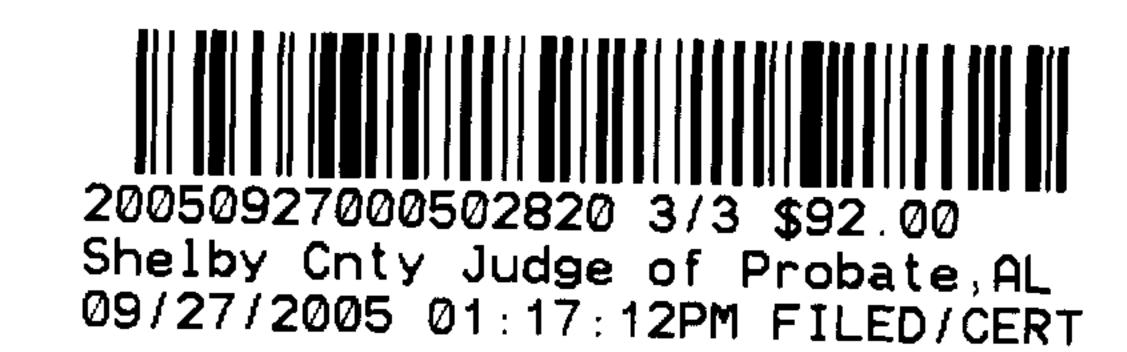


# MODIFICATION OF MORTGAGE (Continued)

## INDIVIDUAL ACKNOWLEDGMENT

STATE OF ALABAMA	
COUNTY OF Shelby	) SS )
I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that JOSE J. CARO and EVA M. CARO, 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.	
	day of Juge Jone Souge Notary Public
My commission expires $5.7.06$	
LENDER ACKNOWLEDGMENT	
STATE OF AIABAMA	
COUNTY OF Shelby	) SS )
acknowledged before me on this day that, being informed of the co	tion, is signed to the foregoing Modification and who is known to me, ntents 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 satisfied under my hand and official seal this $3$	day of 149, 2005. Dours Josep E Doreg E
My commission expires 5.7.0	Notary Public

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# SCHEDULE "A"

THE FOLLOWING DESCRIBED PROPERTY LOCATED IN SHELBY COUNTY, ALABAMA:

LOT 19, ACCORDING TO THE MAP OF NAVAJO HILLS, 9<sup>TH</sup> SECTOR, AS RECORDED IN MAP BOOK 10, PAGE 84 A & B, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

KNOWN: 1004 INDEPENDENCE COURT

PARCEL: 138341005019000