

## WHEN RECORDED MAIL TO:



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

2005209143340

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

07800870

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated July 29, 2005, is made and executed between ANA M. WHITE, A/K/A ANA MARTIN WHITE, whose address is 3129 WOODBRIDGE DR, BIRMINGHAM, AL 35242 and ANDY R. WHITE, A/K/A ANDY ROBERT WHITE, whose address is 3129 WOODBRIDGE DR, BIRMINGHAM, AL 35242; wife and husband (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 March 4, 2004 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED ON 03/23/04 IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY IN INSTRUMENT #20040323000148390 **AND MODIFIED ON 07/29/05.** 

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 3129 WOODBRIDGE DR, 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 \$50,000.00 to \$100,000.00.

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 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 29, 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:** 

ANA M. WHITE

LENDER:

AMSOUTH BANK

**Authorized Signer** 

(Seal)

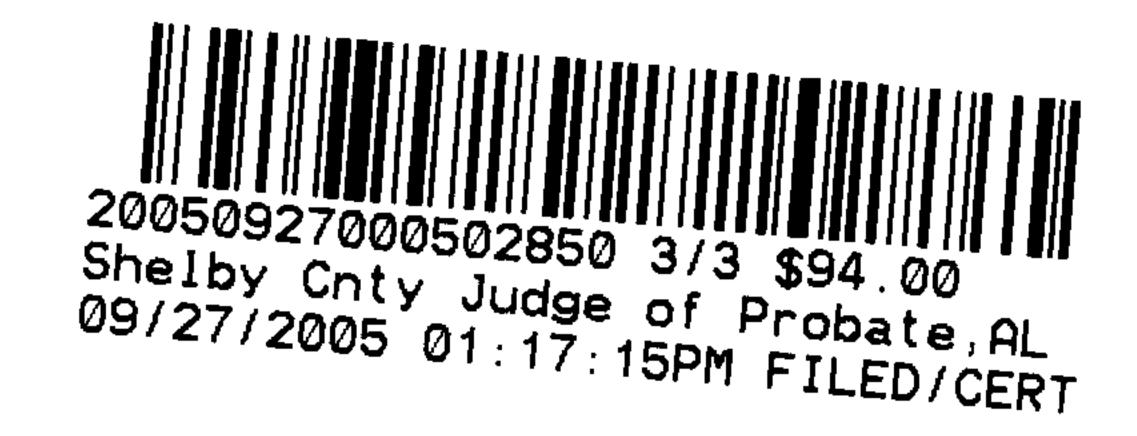
This Modification of Mortgage prepared by:

Name: CONNIE STOVES Address: P.O. BOX 830721

City, State, ZIP: BIRMINGHAM, AL 35283

## INDIVIDUAL ACKNOWLEDGMENT 20050927000502850 2/3 \$94.00 Shelby Cnty Judge of Probate, AL 09/27/2005 01:17:15PM FILED/CERT ) SS I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that ANA M. WHITE and ANDY R. WHITE, wife and husband, 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 Notary Public My commission expires LENDER ACKNOWLEDGMENT STATE OF **COUNTY OF** I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that DINNS MARCS 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 COMMISSION EXPIRES Notary Rublic December 11, 2006 My commission expires

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## SCHEDULE "A"

LOT 28, ACCORDING TO THE SURVEY OF MEADOW BROOK, 4<sup>TH</sup> SECTOR, AS RECORDED IN MAP BOOK 7, PAGE 67, IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA.

KNOWN: 3129 WOODBRIDGE DRIVE

PARCEL: 10-1-11-0-001-015.053