

#### WHEN RECORDED MAIL TO:

Amenikank Ai P.

STERNBERG, J S

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

20052501025070 07049999 8757

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

(Seal)

### MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated September 16, 2005, is made and executed between J S STERNBERG a/k/a J SAM STERNBERG a/k/a J SAMUEL STERNBERG, whose address is 642 FOREST LAKES DR, STERRETT, AL 35147 and MEIGHAN H STERNBERG, whose address is 642 FOREST LAKES DR, STERRETT, AL 35147; husband and wife (referred to below as "Grantor") and AmSouth Bank, whose address is 200 Corporate Ridge North, Birmingham, AL 35242 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated July 21, 2003 (the "Mortgage") which has been recorded in SHELBY County, State of Alahama, as follows:

RECORDED AUGUST 5 2003, SHELBY COUNTY ALABAMA, INSTRUMENT #200308050005065110 MODIFIED SEPTEMBER 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 642 FOREST LAKES DR, STERRETT, AL 35147.

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 \$25,950.00 to \$36,000.00.

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 SEPTEMBER 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:

S STERNBERG (Seal)

LENDER:

AMSOUTH BANK

A.a. o

(Seal)

This Modification of Mortgage prepared by:

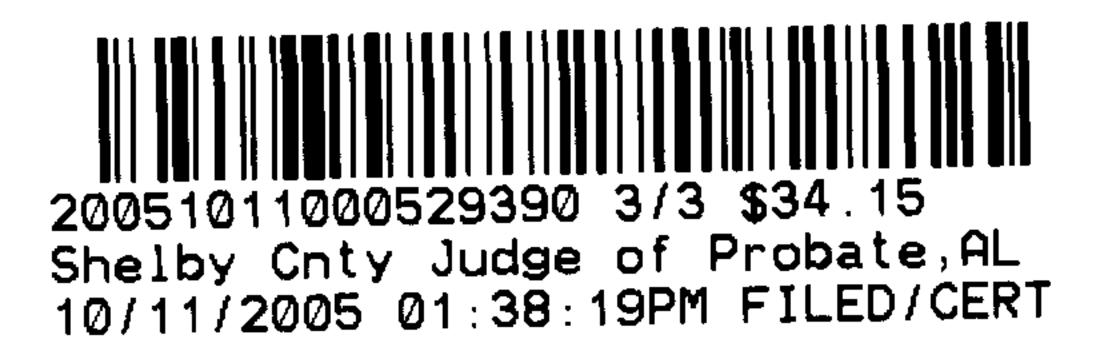
Name: SUZANNE COKER Address: P.O. BOX 830721

City, State, ZIP: BIRMINGHAM, AL 35283

# INDIVIDUAL ACKNOWLEDGMENT STATE OF Habane 20051011000529390 2/3 \$34.15 Shelby Cnty Judge of Probate, AL 10/11/2005 01:38:19PM FILED/CERT SS I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that J S STERNBERG and MEIGHAN H STERNBERG, 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. MY COMMISSION EXPIRES FEBRUARY 18, 2009 Notary Public My commission expires LENDER ACKNOWLEDGMENT STATE OF Masama I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that 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 20 9 day of **Notary Public** MY COMMISSION EXPIRES FEBRUARY 18, 2009

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My commission expires



## SCHEDULE "A"

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

LOT 11, ACCORDING TO THE SURVEY OF FOREST LAKES, SECTOR 1, AS RECORDED IN MAP BOOK 28, PAGE 94, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

### SUBJECT TO:

15-FOOT BUILDING SETBACK LINE FROM FOREST LAKE DRIVE; 7.5 FOOT EASEMENT ALONG THE NORTHEAST PROPERTY LINE AND VARIABLE EASEMENT ACROSS REAR OF SAID LOT SHOWN ON RECORDED MAP OF SAID SUBDIVISION.

KNOWN: 642 FOREST LAKES DR

PARCEL: 095210000001325