

WHEN RECORDED MAIL TO:



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(Seal)

2005-26209443/0 MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated September 20, 2005, is made and executed between JAMES M. HORN, whose address is 821 MILL SPRINGS PL, BIRMINGHAM, AL 35244 and GAIL B. HORN, whose address is 821 MILL SPRINGS PL, BIRMINGHAM, AL 35244; 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 November 23, 2002 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:
SHELBY County, State of Alabama, as follows:
RECORDED IN JEFFERSON COUNTY AL RECORDED DATE 12-06-02 INSTRUMENT NUMBER 20021206000609700 MOD 09-20-05.

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 821 MILL SPRINGS PL, BIRMINGHAM, AL 35244.

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 \$25,000 to \$30,000.

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 SEPTEMBER 20, 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:

(Seal)

LENDER:

AMSOUTH BANK

355u K Lhayour (Seal)

This Modification of Mortgage prepared by:

Name: SHEILA PARKER Address: P.O. BOX 830721

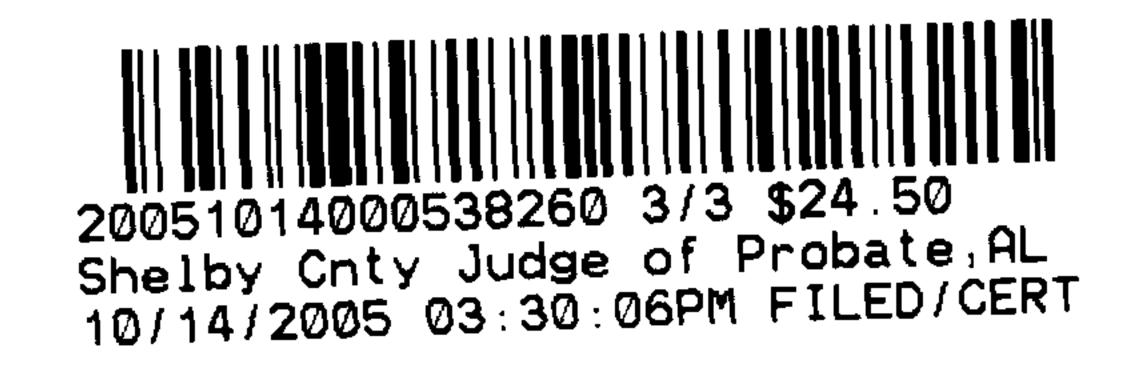
City, State, ZIP: BIRMINGHAM, AL 35283

MODIFICATION OF MORTGAGE (Continued)

Page 2

INDIVIDUAL ACKNOWLEDGMENT		
41	_	20051014000538260 270
STATE OF ME)	20051014000538260 2/3 \$24.50
<-i i i) SS	Shelby Cnty Judge of Probate, AL
COUNTY OF Shelby)	10/14/2005 03:30:06PM FILED/CERT
I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that JAMES M. HORN and GAIL B. HORN, 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	day of	September , 2005.
		Mergie L. Jones Notary Public
My commission expires May 27, 2009		
LENDER ACKNOWLEDGMENT		
STATE OF AL	•	
SIAIE OF)	
<i< td=""><td>) SS</td><td></td></i<>) SS	
country of Shelby)	
I, the undersigned authority, a Notary Public in and for said cour	nty in said sta	signed to the foregoing Modification and who is known to me,
acknowledged before me on this day that, being informed of the	rporation, is se contents of	signed to the foregoing Modification and who is known to me, f said Modification of Mortgage, he or she, as such officer and with
full authority, executed the same voluntarily for and as the act o		ation.
Given under my hand and official seal this	day of	september, 2005.
		Musica & Jana!
		Notary Public
-1_{01}		
My commission expires $May 27, 2009$		

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SCHEDULE "A"

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

LOT 46A, ACCORDING TO THE RESURVEY LOTS 45 AND 46, MILL SPRINGS ESTATES, 3RD SECTOR, AS RECORDED IN MAP BOOK 28, PAGE 107, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

KNOWN: 821 MILL SPRINGS PL

PARCEL: 102100006048000