



20051019000543300 1/3 \$62.00  
Shelby Cnty Judge of Probate, AL  
10/19/2005 01:05:53PM FILED/CERT

**WHEN RECORDED MAIL TO:**



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

BERLER, MARK D

*20052501436550*  
*070499892497*

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

**MODIFICATION OF MORTGAGE**

**THIS MODIFICATION OF MORTGAGE dated September 24, 2005, is made and executed between MARK D BERLER, AKA MARK BERLER, whose address is 732 MILL SPRINGS LN , HOOVER , AL 35244; unmarried (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 27, 2002 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

**RECORDED IN SHELBY COUNTY AL RECORDED DATE 12-13-02 INSTRUMENT NUMBER 20021213000623860 MOD 09-24-05.**

**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 732 MILL SPRINGS LN , HOOVER , AL 35244.

**MODIFICATION.** Lender and Grantor hereby modify the Mortgage as follows:

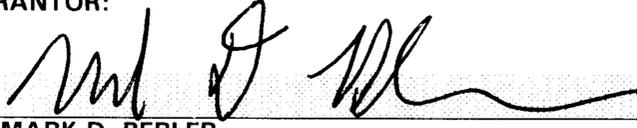
**The Credit Limit or maximum principal indebtedness secured by the Mortgage (excluding finance charges, any temporary overages, other charges and any amounts expended or advanced as provided in the Mortgage) is hereby increased from \$48,000 to \$78,000.**

**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 24, 2005.**

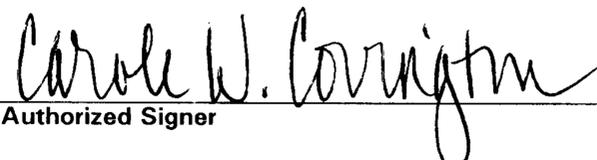
**THIS MODIFICATION IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS MODIFICATION IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.**

GRANTOR:

X  (Seal)  
MARK D BERLER

LENDER:

AMSOUTH BANK

X  (Seal)  
Authorized Signer

This Modification of Mortgage prepared by:

Name: SHEILA PARKER  
Address: P.O. BOX 830721  
City, State, ZIP: BIRMINGHAM, AL 35283

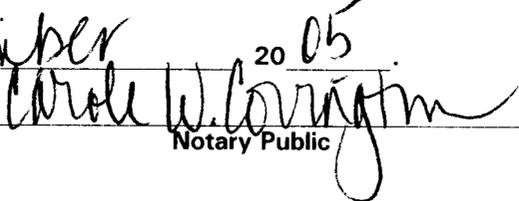
MODIFICATION OF MORTGAGE  
(Continued)

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Alabama )  
 )  
COUNTY OF Jefferson ) SS  
 )

  
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I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **MARK D BERLER, unmarried**, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said Modification, he or she executed the same voluntarily on the day the same bears date.

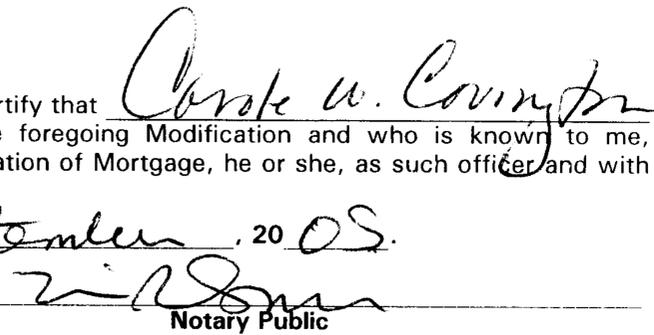
Given under my hand and official seal this 24 day of September 20 05.  
  
Notary Public

My commission expires NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: Mar 2, 2008  
BOASTED 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 Corde W. Covington 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 24 day of September 20 05.  
  
Notary Public

My commission expires 4/19/06

  
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## SCHEDULE "A"

THE FOLLOWING DESCRIBED REAL ESTATE, LYING AND BEING IN THE COUNTY OF SHELBY, STATE OF ALABAMA, TO WIT:

LOT 14, ACCORDING TO THE SURVEY OF MILL SPRINGS ESTATES, 2<sup>ND</sup> SECTOR, AS RECORDED IN MAP BOOK 25 PAGE 95 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA; BEING SITUATED IN SHELBY COUNTY, ALABAMA.

KNOWN:                   732 MILL SPRINGS LANE

PARCEL:                   102100006015000