

WHEN RECORDED MAIL TO:



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

20052661014540

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MODÍFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated September 30, 2005, is made and executed between ARTHUR L. NESMITH, A.K.A. ARTHUR LOYD NESMITH JR., whose address is 932 FRONTIER DR., PELHAM, AL 35124 and CANEIL D. NESMITH, A.K.A. CANEIL NESMITH, whose address is 932 FRONTIER DR., PELHAM, AL 35124; 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 September 12, 2001 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED 09/27/2001 IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY INSTRUMENT NUMBER 2001-41934, AND MODIFIED 09/28/2005.

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 932 FRONTIER DR., PELHAM, AL 35124.

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 \$25,000.00 to \$30,000.00.

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 30, 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

(Seal)

This Modification of Mortgage prepared by:

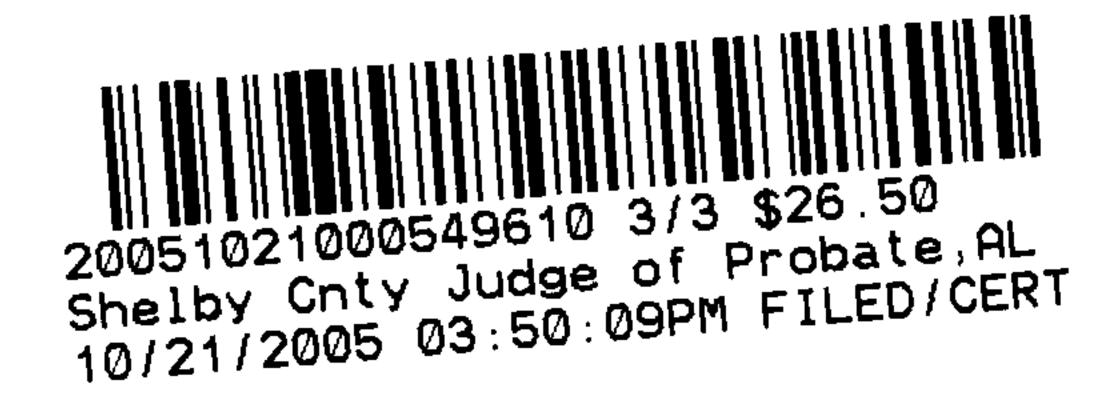
Name: MIKE PIERCE Address: P.O. BOX 830721

City, State, ZIP: BIRMINGHAM, AL 35283

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Waband
) SS
COUNTY OF Jeles Lues)
I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that ARTHUR L. NESMITH and CANEIL D. NESMITH, 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
My commission expires Notary Public State of Alabama at Large MY COMMISSION EXPIRES: July 23, 2006 BONDED TIHLU NOTARY PUBLIC UNDERWRITERS
LENDER ACKNOWLEDGMENT
STATE OF alicemen
) SS
COUNTY OF Jefferson
I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Bluery B. Meader's 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
My commission expires 41906
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20051021000549610 2/3 \$26.50 Shelby Cnty Judge of Probate, AL 10/21/2005 03:50:09PM FILED/CERT



SCHEDULE "A"

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

LOT 13, BLOCK 1, CAHABA VALLEY ESTATES, SECOND SECTOR, AS RECORDED IN MAP BOOK 5, PAGE 93, IN THE PROBATE OFFICE OF SHELBY COUNT, ALABAMA; BEING SITUATE IN SHELBY COUNTY, ALABAMA.

KNOWN: 932 FRONTEIR DRIVE

PARCEL: 131122001033000