

20051026000555640 1/3 \$47.00
Shelby Cnty Judge of Probate, AL
10/26/2005 08:41:52AM FILED/CERT

WHEN RECORDED MAIL TO:



WEIZENECKER, DALE E

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

20052711507200

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

071100201219

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated October 6, 2005, is made and executed between **DALE E. WEIZENECKER**, whose address is 256 HIGHLAND PARK DR, BIRMINGHAM, AL 35242 and **JACQUELINE W. WEIZENECKER**, whose address is 256 HIGHLAND PARK DR, BIRMINGHAM, AL 35242; 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 February 28, 2005 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED ON 03-22-2005 IN SHELBY COUNTY, AL, INSTR #20050322000127600 AND MODIFIED ON 10-06-2005.

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 256 HIGHLAND PARK DR, BIRMINGHAM, AL 35242.

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

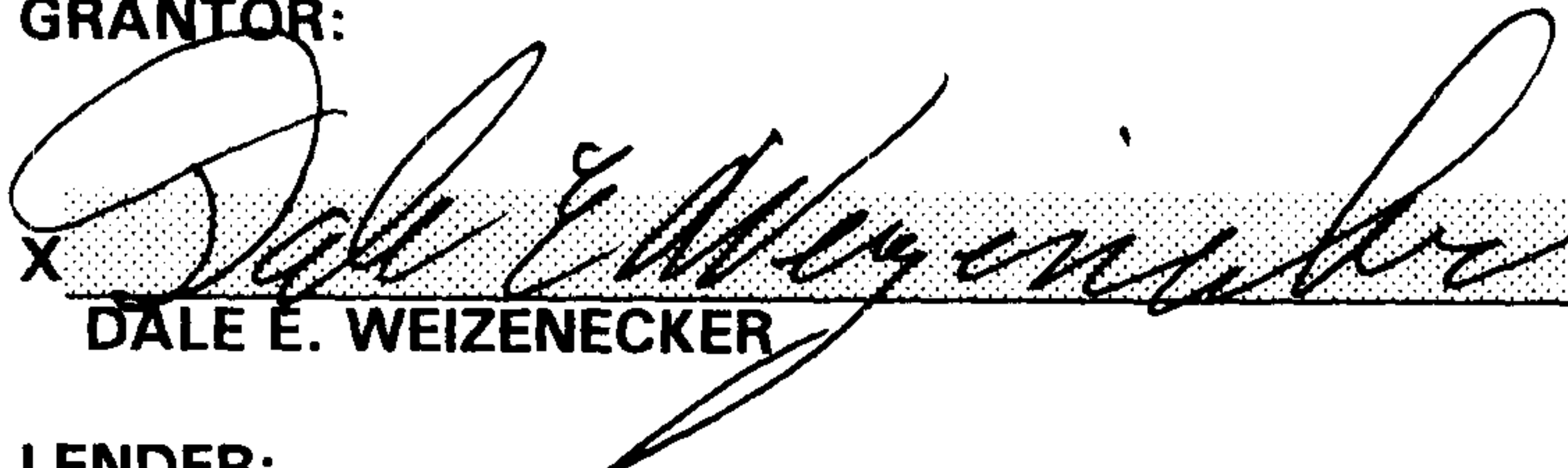
The Credit Limit or maximum principal indebtedness secured by the Mortgage (excluding finance charges, any temporary overages, other charges and any amounts expended or advanced as provided in the Mortgage) is hereby increased from \$70,000 to \$90,000.

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 OCTOBER 6, 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)
DALE E. WEIZENECKER

X  (Seal)
JACQUELINE W. WEIZENECKER

LENDER:

AMSOUTH BANK

X  (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

**Name: CASSIE ODEN
Address: P.O. BOX 830721
City, State, ZIP: BIRMINGHAM, AL 35283**

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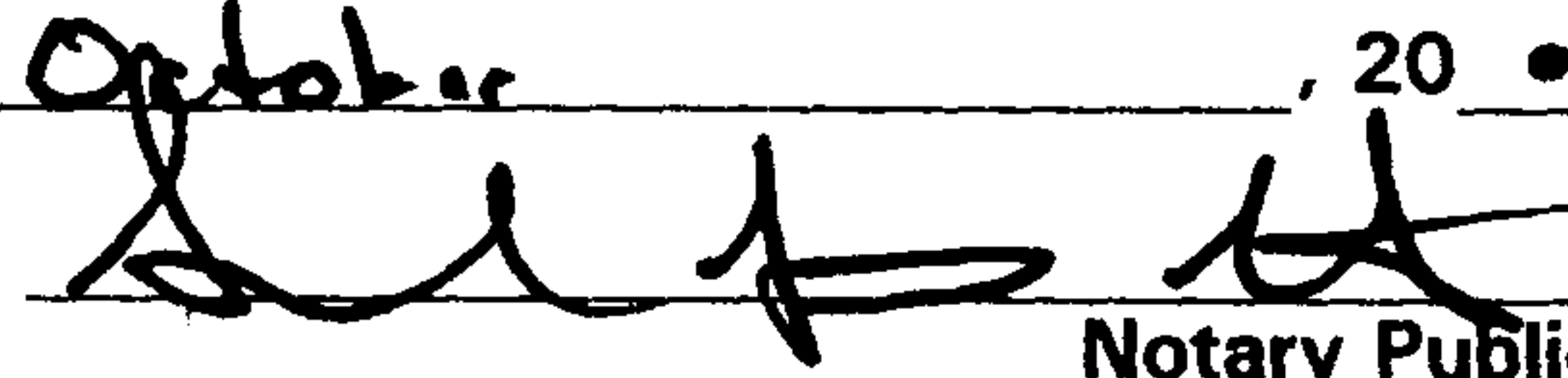
**MODIFICATION OF MORTGAGE
(Continued)**

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Alabama)
) SS
COUNTY OF Shelby)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **DALE E. WEIZENECKER and JACQUELINE W. WEIZENECKER, 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 6 day of October, 2005.



Notary Public

MY COMMISSION EXPIRES OCTOBER 15, 2008

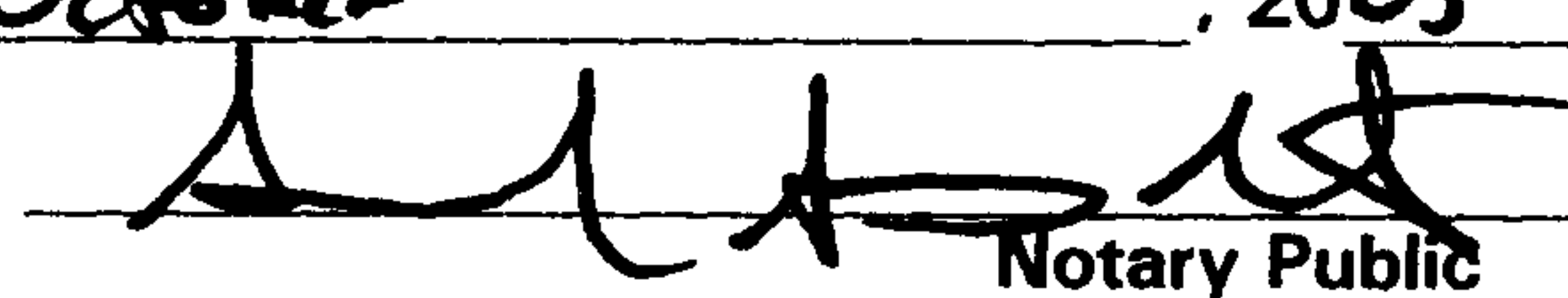
My commission expires _____

LENDER ACKNOWLEDGMENT

STATE OF Alabama)
) SS
COUNTY OF Shelby)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Matt Brunfield 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.

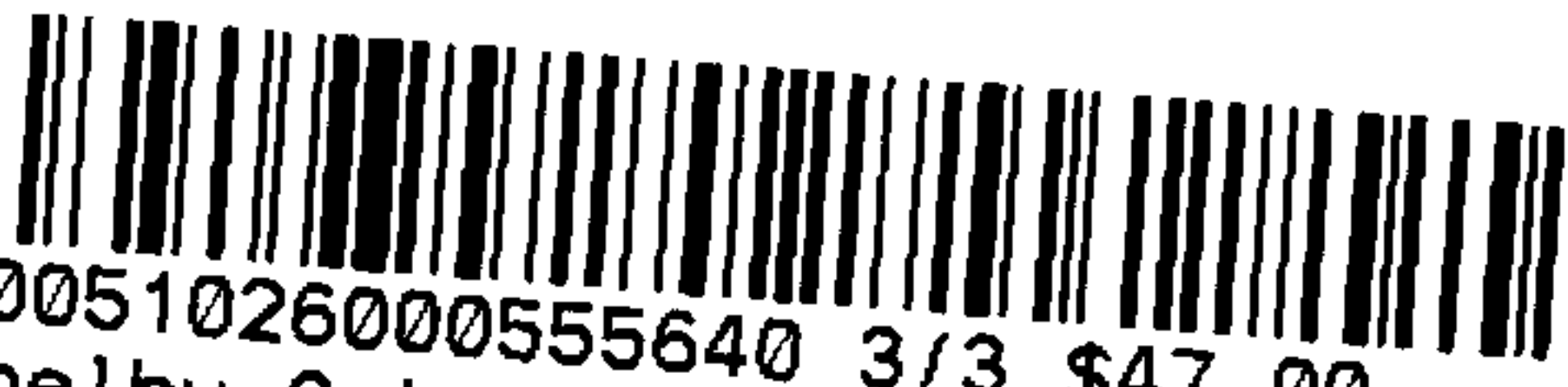
Given under my hand and official seal this 6 day of October, 2005.



Notary Public

MY COMMISSION EXPIRES OCTOBER 15, 2008

My commission expires _____


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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 1735-A, ACCORDING TO THE RE-SUBDIVISION OF HIGHLAND LAKES, 17TH SECTOR, AN EDDLEMAN COMMUNITY, AS RECORDED IN MAP BOOK 27, PAGE 90, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA; BEING SITUATED IN SHEBLY COUNTY, ALABAMA.

KNOWN: 256 HIGHLAND PARK DR

PARCEL: 092090007004000