20051026000555650 1/3 \$101.00 Shelby Cnty Judge of Probate, AL 10/26/2005 08:44:05AM FILED/CERT

WHEN RECORDED MAIL TO:

Record and Return To: Integrated Loan Services 600-Ă N John Rodes Blvd. MCCRACKEN II, WILLIA Melbourne, FL 32934

20052581614520

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

300000998 MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated September 30, 2005, is made and executed between WILLIAM E MCCRACKEN II AKA WILLIAM E MCCRACKEN, whose address is 55530 HWY 25, VANDIVER, AL 35176; unmarried (referred to below as "Grantor") and AmSouth Bank, whose address is 102 Inverness Plaza, Birmingham, AL 35243 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated July 11, 2005 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED 07/15/2005 AT THE SHELBY COUNTY REGISTER'S OFFICE INSTRUMENT NUMBER 20050715000354290.

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 55530 HWY 25, VANDIVER, AL 35176.

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 \$64,000.00 to \$120,000.00.

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

Authorized Signer

This Modification of Mortgage prepared by:

Name: BEN HUDSON Address: P.O. BOX 830721

City, State, ZIP: BIRMINGHAM, AL 35283

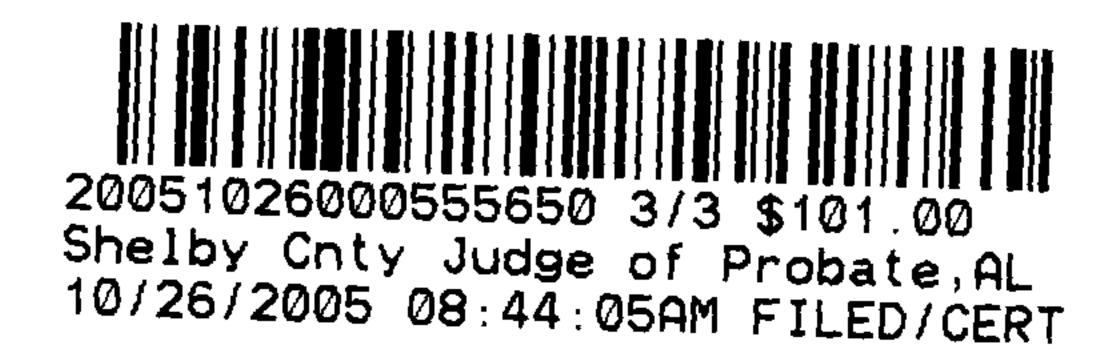
## INDIVIDUAL ACKNOWLEDGMENT SS I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that WILLIAM E MCCRACKEN II, unmarried, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said Modification, he or she executed the same valuntarily on the day the same bears gate. Given under my hand and official seal this **Notary Public** MY COMMISSION EXPIRES JANUARY 17, 2008 My commission expires LENDER ACKNOWLEDGMENT **COUNTY OF** 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 MY COMMISSION EXPIRES JANUARY 17, 2008 **Notary Public** My commission expires

LASER PRO Lending, Ver. 5.27.00.005 Copr. Harland Financial Solutions, Inc. 1997, 2005. All Rights Reserved. - AL S:\SYSAPPS\LaserPro\CFI\CFI\LPL\G201.FC TR-206652 PR-19

•

20051026000555650 2/3 \$101.00 Shelby Cnty Judge of Probate, AL 10/26/2005 08:44:05AM FILED/CERT

and we have the first the first of the second of the secon



## SCHEDULE "A"

A PARCEL OF LAND LOCATED IN THE SE ¼ OF THE NE ¼ OF SECTION 9, TOWNSHIP 18, RANGE 1 EAST, DESCRIBED AS FOLLOWS:

COMMENCE AT THE SW CORNER OF THE SE ¼ OF THE NE ¼ OF SECTION 9 AND GO NORTH 04° 32′ 57″ EAST ALONG THE WEST BOUNDARY OF SAID ¼ - ¼ SECTION FOR 184.86 FEET; THENCE NORTH 62° 34′ 00″ EAST FOR 651.53 FEET; THENCE NORTH 78°10′37″ EAST FOR 105.62 FEET; THENCE NORTH 12°03′38″ EAST FOR 16.40 FEET TO THE POINT OF BEGINNING; THENCE NORTH 56°03′22″ EAST FOR 263.27 FEET; THENCE SOUTH 24°00′00″ EAST FOR 170.00 FEET; THENCE SOUTH 66°00′00″ WEST FOR 350.00 FEET; THENCE NORTH 12°03′38″ EAST FOR 154.05 FEET TO THE POINT OF BEGINNING.

ALSO A PERPETUAL EASEMENT FOR INGRESS AND EGRESS:

A PARCEL OF LAND SITUATED PART OF THE NW ¼ OF THE SE ¼, PART IN THE NE ¼ OF THE SE 1/4, AND PART IN THE SE ¼ OF THE NE ¼ OF SECTION 9, TOWNSHIP 18 SOUTH, RANGE 1 EAST, DESCRIBED AS FOLLOWS:

COMMENCE AT THE NE CORNER OF THE NW ¼ OF THE SE ¼ OF SECTION 9 AND GO SOUTH 89°50'40" WEST ALONG THE NORTH BOUNDARY OF SAID ¼ - ¼ SECTION FOR 635.13 FEET TO AN EXISTING IRON PIN AND THE BOUNDARY OF ALABAMA STATE HIGHWAY NO. 25; THENCE SOUTH 24°42'49" WEST ALONG THE SAID EASTERLY BOUNDARY FOR 116.68 FEET TO THE CENTERLINE OF AN EXISTING DRIVE AND THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED EASEMENT: A PARCEL OF LAND 30.00 FEET IN WIDTH AND BEING 15.00 FEET EITHER DESCRIBED EASEMENT: A PARCEL OF LAND 30.00 FEET IN WIDTH AND BEING 15.00 FEET EITHER OF A LINE AS FOLLOWS: FROM THE POINT OF BEGINNING GO NORTH 71°17'42" EAST FOR 273.67 FEET; THENCE NORTH 89°50'40" EAST 407.17 FEET; THENCE NORTH 89°50'40" EAST FOR 29.11 FEET; THENCE NORTH 09°41'00" EAST FOR 97.63 FEET; THENCE NORTH 44°11'45" EAST FOR 113.73 FEET; THENCE NORTH 19°03'30" EAST FOR 90.11 FEET; THENCE NORTH 62°34'00" EAST FOR 851.53 FEET; THENCE NORTH 78°10'37" EAST FOR 105.62 FEET TO THE END OF SAID EASEMENT.

ALL BEING SITUATED IN SHELBY COUNTY, ALABAMA.

KNOWN:

55530 HWY 25