

WHEN RECORDED MAIL TO:

SELIKOFF, JOAN B

**---**

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

07/100082098

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated October 5, 2005, is made and executed between JOAN B SELIKOFF, whose address is 374 ROCKPORT LN, BIRMINGHAM, AL 35242; unmarried (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 26, 2004 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED IN SHELBY COUNTY AL RECORDED DATE 03-12-04 INSTRUMENT NUMBER 20040312000129030 MOD RECORDED IN SHELBY COUNTY AL RECORDED DATE 05-11-04 INSTRUMENT NUMBER 20040511000248750 MOD 10-05-05.

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 374 ROCKPORT LN, 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 \$150,000 to \$250,000.

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 5, 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:

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AMSOUTH BANK

This Modification of Mortgage prepared by:

Name: SHEILA PARKER

(Seal)

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

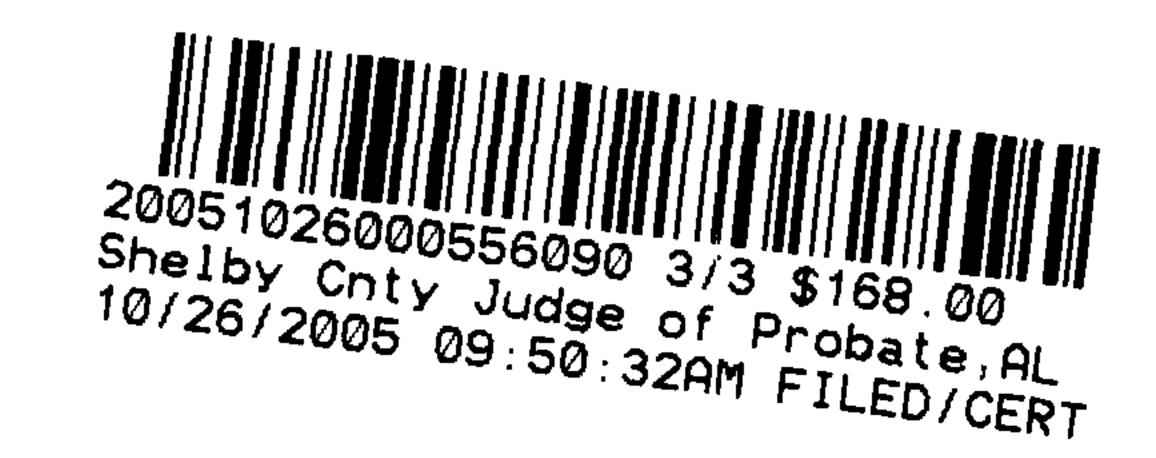
## MODIFICATION OF MORTGAGE (Continued)

Page 2

	INDIVIDUAL ACKNOWLEDGMENT	
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STATE OF HUDAMA	<b>)</b>	20051026000556090 2/3 \$168.00 Shelby Cnty Judge of Probate, AL
	) SS	10/26/2005 09:50:32AM FILED/CERT
COUNTY OF SIMPLE	<b>)</b>	
I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that JOAN B SELIKOFF, 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		
My commission expires		
My commission expires My COMMISSION EXPIRES JUNE 20, 2000		
LENDER ACKNOWLEDGMENT		
	LENDER ACKNOWLEDGMENT	
	LENDER ACKNOWLEDGMENT	
STATE OF Alama	LENDER ACKNOWLEDGMENT	
STATE OF Alama	LENDER ACKNOWLEDGMENT ) ) ss	
STATE OF Alama COUNTY OF Shelby		
COUNTY OF Shellay	) ) SS )	
COUNTY OF Shellay	) ) SS ) in and for said county in said state, hereby certify that	Jenna Gaddis
country of Shelly  I, the undersigned authority, a Notary Public	) SS ) in and for said county in said state, hereby certify that a corporation, is signed to the foregoin	ig widdingation and wind is known to mo,
COUNTY OF Shelf  I, the undersigned authority, a Notary Public acknowledged before me on this day that, be	) SS  in and for said county in said state, hereby certify that  a corporation, is signed to the foregoing informed of the contents of said Modification of M for and as the act of said corporation.	ig widdingation and wind is known to mo,
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## SCHEDULE "A"



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

LOT 28, ACCORDING TO THE SURVEY OF COBBLESTONE SQUARE AS RECORDED IN MAP BOOK 16, PAGE 153, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA; BEING SITUATED IN SHELBY COUNTY, ALABAMA.

KNOWN: 374 ROCKPORT LANE

PARCEL: 101020008028000