



20051028000562280 1/3 \$179.00
Shelby Cnty Judge of Probate, AL
10/28/2005 01:54:32PM FILED/CERT

WHEN RECORDED MAIL TO:

AmSouth Bank
Attn: Staci Gant
P.O. Box 830734
Birmingham, AL 35283

20052720910010
130000063332

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated October 14, 2005, is made and executed between JOHN W MANSKE, whose address is 1633 WINGFIELD DR, BIRMINGHAM, AL 35242 and MARILEE J MANSKE, whose address is 1633 WINGFIELD 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 March 22, 2001 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED 04-07-04 INSTRUMENT #20040407000178890 AND MODIFIED ON 10-14-05.

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 1633 WINGFIELD 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 \$200000.00 to \$308000.00.

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 OCTOBER 14, 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.

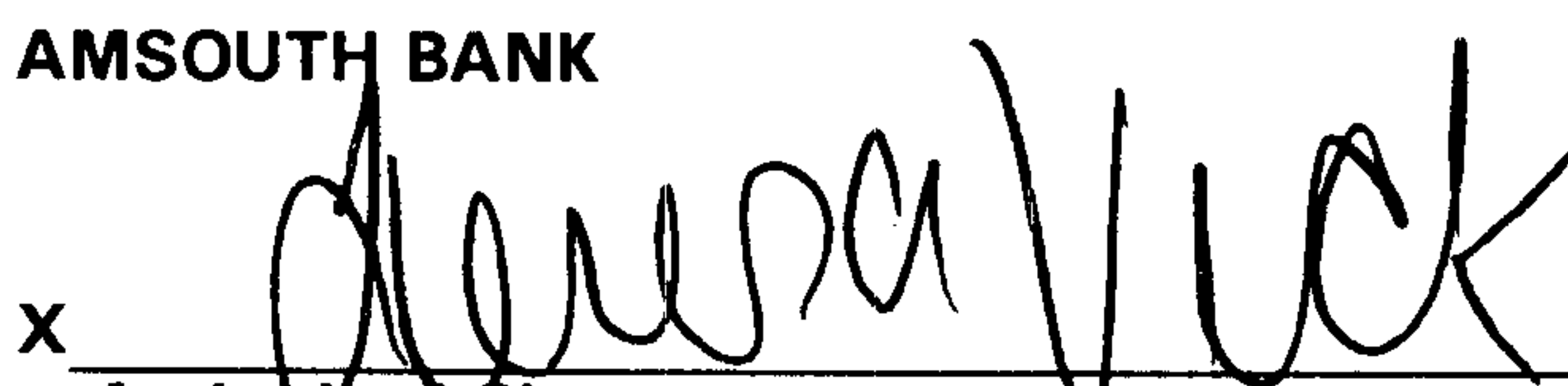
GRANTOR:

X  (Seal)
JOHN W MANSKE

X  (Seal)
MARILEE J MANSKE

LENDER:

AMSOUTH BANK

X  (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

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

MODIFICATION OF MORTGAGE
(Continued)

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Alabama)
) SS
COUNTY OF Shelby)



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I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **JOHN W MANSKE and MARILEE J MANSKE, 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 14th day of October, 2004.
Margaret H. Stoumeny
Notary Public

My commission expires MY COMMISSION EXPIRES JUNE 26, 2006

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 Jessica Vick 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 14th day of October, 2005.
Margaret H. Stoumeny
Notary Public

My commission expires MY COMMISSION EXPIRES JUNE 26, 2006

~~20040407000178898 Pg 8/8 332.00~~
~~Shelby Cnty Judge of Probate, AL~~
~~04/07/2004 09:00:00 FILED/CERTIFIED~~


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SCHEDULE "A"

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

LOT 937, ACCORDING TO THE SURVEY OF BROOK HIGHLAND, AN EDDLEMAN
COMMUNITY, 9TH SECTOR, AS RECORDED IN MAP BOOK 17, PAGE 63 A & B, IN THE
PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

SOURCE OF TITLE: DEED INSTRUMENT # 19981222000509161

KNOWN 1633 WINGFIELD DRIVE