

(Seal)

WHEN RECORDED MAIL TO:

HERRINGTON, GERYL G

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

20052771732410

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

0 104 99989594 MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated October 13, 2005, is made and executed between GERYL G HERRINGTON, whose address is 5033 LITTLE TURTLE DR, BIRMINGHAM, AL 35242 and TIMOTHY T HERRINGTON, whose address is 5033 LITTLE TURTLE DR, BIRMINGHAM, AL 35242; wife and husband (referred to below as "Grantor") and AmSouth Bank, whose address is 2653 Valleydale Road, Birmingham, AL 35244 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated June 30, 2003 (the "Mortgage") which has been recorded in JEFFERSON County, State of Alabama, as follows:

RECORDED ON 7-14-2003 IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA INST # 20030714000445070 AND MODIFIED 10-13-2005.

REAL PROPERTY DESCRIPTION. The Mortgage covers the following described real property located in JEFFERSON 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 5033 LITTLE TURTLE 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 \$43,900.00 to \$53,900.00.

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 13, 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.

MOTHY T HERRINGTON

GRANTOR:

LENDER:

CEDVI CLEDBUIGTOR

GERYL & HERRINGTON

AMSOUTH BANK

Authorized Signer

This Modification of Mortgage prepared by:

Name: KYESHIA SKINNER Address: P.O. BOX 830721

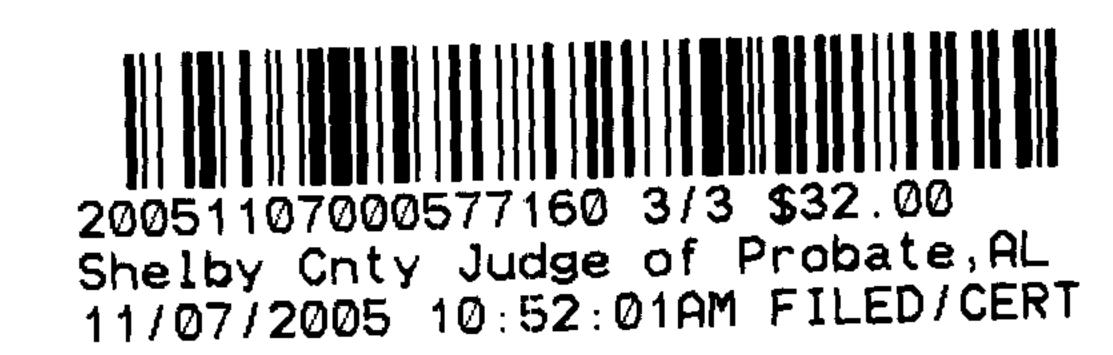
(Seal)

City, State, ZIP: BIRMINGHAM, AL 35283

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INDIVIDUAL ACKNOWLEDGMENT STATE OF Habana 20051107000577160 2/3 \$32.00 Shelby Cnty Judge of Probate, AL 11/07/2005 10:52:01AM FILED/CERT SS I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that GERYL G HERRINGTON and TIMOTHY T HERRINGTON, wife and husband, 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 4-27-08LENDER ACKNOWLEDGMENT I, 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 **Notary Public** NOYARY PUBLIC STATE OF ALABAMA AT LARGE My commission expires -MY-COMMISSION EXPIRES: July 23, 2006 BONDED THRU NOTARY PUBLIC INDERWRITERS

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SCHEDULE "A"

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

LOT 12, IN BLOCK 6, ACCORDING TO THE SURVEY OF BROKEN BOW SOUTH, PHASE II, AS RECORDED IN MAP BOOK 14, PAGE 72, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

KNOWN: 5033 LITTLE TURTLE DR

PARCEL: 101120003039000