



20051107000577370 1/3 \$167.00  
Shelby Cnty Judge of Probate, AL  
11/07/2005 11:32:39AM FILED/CERT

**WHEN RECORDED MAIL TO:**



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

20052710836320

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

071100225838

**MODIFICATION OF MORTGAGE**

**THIS MODIFICATION OF MORTGAGE** dated October 14, 2005, is made and executed between MOLLY S TRUEB, whose address is 3001 SHANDWICK CT, BIRMINGHAM, AL 35242 and RICHARD L TRUEB, whose address is 3001 SHANDWICK CT, 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 June 3, 2005 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

**RECORDED ON 6-22-2005 IN THE OFFICE OF THE JUDGE OF PROBATE FOR SHELBY COUNTY, ALABAMA INST # 20050622000312330 AND MODIFIED 10-14-2005.**

**REAL PROPERTY DESCRIPTION.** The Mortgage covers the following described real property located in SHELBY 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 3001 SHANDWICK CT, 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 \$150,000.00 to \$250,000.00.**

**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 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 Molly S Trueb (Seal)  
MOLLY S TRUEB

X Richard L Trueb (Seal)  
RICHARD L TRUEB

**LENDER:**

**AMSOUTH BANK**

X Jeanne O'Quinn (Seal)  
Authorized Signer

**This Modification of Mortgage prepared by:**

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



**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 **MOLLY S TRUEB and RICHARD L TRUEB, 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 14 day of October, 2005.

MY COMMISSION EXPIRES OCTOBER 15, 2008

  
Notary Public

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 Jenna Gaddis 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 14 day of October, 2005.

  
Notary Public

My commission expires MY COMMISSION EXPIRES OCTOBER 15, 2008

  
20051107000577370 3/3 \$167.00  
Shelby Cnty Judge of Probate, AL  
11/07/2005 11:32:39AM FILED/CERT

## **SCHEDULE "A"**

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

**LOT 20, ACCORDING TO THE SURVEY OF GREYSTONE, 1<sup>ST</sup> SECTOR, PHASE IV,  
AS RECORDED IN MAP BOOK 15, PAGE 107, IN THE PROBATE OFFICE OF  
SHELBY COUNTY, ALABAMA; BEING SITUATED IN SHELBY COUNTY,  
ALABAMA.**

**KNOWN: 3001 SHANDWICK CT**