20051107000577400 1/3 $125.00
Shelby Cnty Judge of Probate, AL
11/07/2005 11:38:41AM FILED/CERT

**WHEN RECORDED MAIL TO:**

JOHNSON, JAMES E

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

20052711115450

**SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY**

1300 0005 1576

# MODIFICATION OF MORTGAGE

**THIS MODIFICATION OF MORTGAGE dated October 5, 2005, is made and executed between JAMES E. JOHNSON, whose address is 1004 INVERNESS CENTER PL # 350, BIRMINGHAM, AL 35242 and SUE JOHNSON, A/K/A SUE S. JOHNSON; A/K/A SUE ELLEN SIMS JOHNSON; whose address is 1004 INVERNESS CENTER PL # 350, BIRMINGHAM, AL 35242; husband and wife (referred to below as "Grantor") and AmSouth Bank, whose address is 601 Lakeshore Parkway, Birmingham, AL 35209 (referred to below as "Lender").**

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated October 17, 2003 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

**RECORDED 11/17/2003 20031117000757280 PG 1/8 AND MODIFIED JANUARY 24, 2005 RECORDED 02/15/2005 20050215000074740 PG 1/3 AND MODIFIED 10-5-2005 IN SHELBY COUNTY, ALABAMA.**

**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 1143 RUSHING PARC DR, HOOVER, AL 35244.

**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 $30,000 to $100,000.**

**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:**

X _____ (Seal)
JAMES E. JOHNSON

X _____ (Seal)
SUE JOHNSON

**LENDER:**

**AMSOUTH BANK**

X _____ (Seal)
Authorized Signer

**This Modification of Mortgage prepared by:**

**Name: ANGELA KNIGHT**
**Address: P.O. BOX 830721**
**City, State, ZIP: BIRMINGHAM, AL 35283**

## INDIVIDUAL ACKNOWLEDGMENT

20051107000577400 2/3 $125.00
Shelby Cnty Judge of Probate, AL
11/07/2005 11:38:41AM FILED/CERT

STATE OF alabama )
) SS
COUNTY OF Jefferson )

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **JAMES E. JOHNSON and SUE JOHNSON, 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** 5th **day of** October, 20 05.

Jennifer Edwards
**Notary Public**

**My commission expires** My Commission Expires April 4, 2009

## LENDER ACKNOWLEDGMENT

STATE OF alabama )
) SS
COUNTY OF Jefferson )

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that AmSouth Bank Lee K. Banks 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** 5th **day of** October, 20 05.

Jennifer Edwards
**Notary Public**

**My commission expires** My Commission Expires April 4, 2009

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20051107000577400 3/3 $125.00
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# SCHEDULE "A"

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

LOT 25, ACCORDING TO THE AMENDED MAP OF RUSHING PARC, SECTOR TWO, AS RECORDED IN MAP BOOK 20, PAGE 133, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

KNOWN: 1143 RUSHING PARC DR

PARCEL: 133050002025000