20051115000595590 1/3 \$33.00 Shelby Cnty Judge of Probate, AL 11/15/2005 08:39:16AM FILED/CERT

WHEN RECORDED MAIL TO:



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

20052911228590

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

07/1002228766 MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated October 20, 2005, is made and executed between KEVIN FARRELL, whose address is 1467 SECRETARIAT DRIVE, HELENA, AL 35080 and SUSAN FARRELL, whose address is 1467 SECRETARIAT DRIVE, HELENA, AL 35080; husband and wife (referred to below as "Grantor") and AmSouth Bank, whose address is 4915 Highway 17, Helena, AL 35080 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated June 16, 2005 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED (7/12/05 IN SHELBY COUNTY INST # 20050712000347250 PG.1/8 MODIFIED 10/20/05.

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 1467 SECRETARIAT DRIVE, HELENA, AL 35080.

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 \$10,000.00 to \$20,000.00.

CONTINUING VAL DITY. 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 ntention 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 20, 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:

AMSOUTH BANK

Authorized Signer

(Seal)

(Seal)

This Modification of Mortgage prepared by:

Name: C STOVES

Address: P.O. BOX 830721

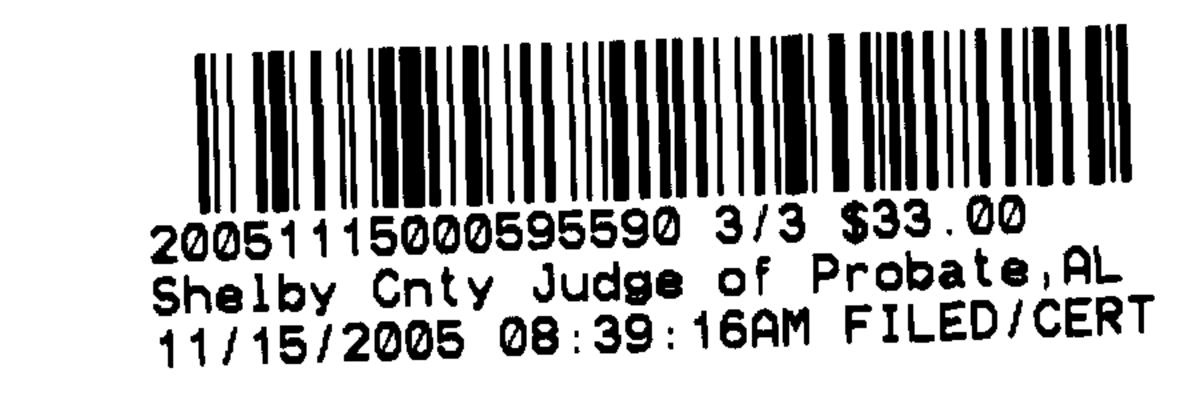
City, State, ZIP: BIRMINGHAM, AL 35283

INDIVIDUAL ACKNOWLEDGMENT STATE OF MADANICI 20051115000595590 2/3 \$33.00 Shelby Cnty Judge of Probate, AL 11/15/2005 08:39:16AM FILED/CERT) SS I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that KEVIN FARRELL and SUSAN FARRELL, 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 day of My commission expires NOTARY PUBLIC STATE OF ALABORIES: Oct 4, 2008 LENDER ACKNOWLEDGMENT SS I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that MINIMALIE THE FELSON 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 My commission expires_

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MY COMMISSION EXPERSES Oct 4, 2008

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SCHEDULE "A"

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

LOT 30, ACCORDING TO THE SURVEY OF DEARING DOWNS, 6TH ADDITION, PHASE II, AS RECORDED IN MA BOOK 11, PAGE 31 AND RE-RECORDED IN MAP BOOK 11, PAGE 80, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

KNOWN: 1467 SECRETARIAT DRIVE

PARCEL: 137262001002062