

WHEN RECORDED MAIL TO:



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

2005 2431104080

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MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated September 7, 2005, is made and executed between KENNETH J. FALKNER, A/K/A KENNETH JASON FALKNER, whose address is 112 CAMBRIAN WAY, BIRMINGHAM, AL 35242 and MEREDITH FALKNER, whose address is 112 CAMBRIAN WAY, BIRMINGHAM, AL 35242; husband and wife (referred to below as "Grantor") and AmSouth Bank, whose address is 1849 Highway 31 South, Birmingham, AL 35244 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated July 1, 2005 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED 07-25-2005 IN THE OFFICE OF THE JUDGE OF PROBATE FOR SHELBY COUNTY, ALABAMA INSTRUMENT # 20050725000369450 AND MODIFIED 09-07-2005.

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 112 CAMBRIAN WAY, 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 \$10,000 to \$15,000.

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 for other fermion of Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other fermion 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 SEPTEMBER 7, 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:

Kenik // /////// (Seal)

CENNETH J. FALKNER

MEREDITH FALKNER

LENDER:

AMSOUTH BANK

X_______(Seal)
Authorized Signer

This Modification of Mortgage prepared by:

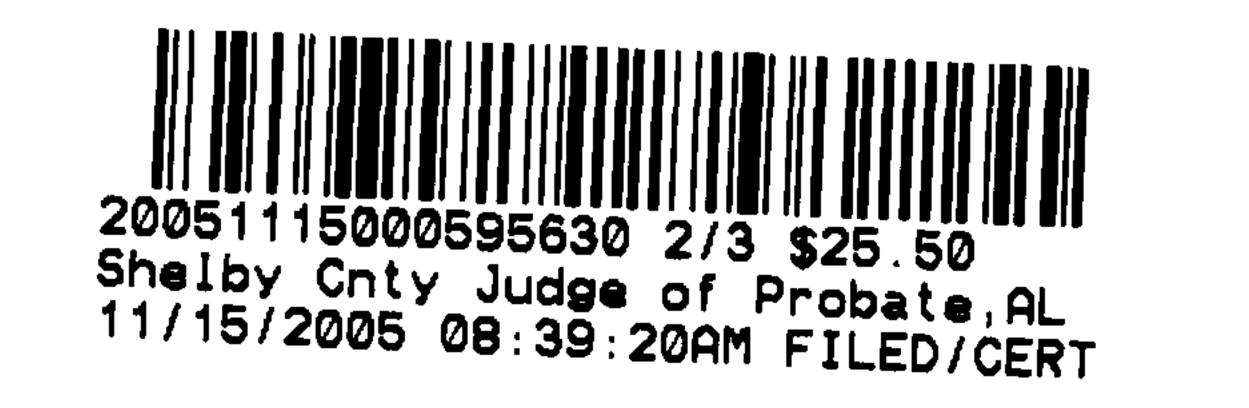
Name: TAWANDA SHEPHERD-HILL

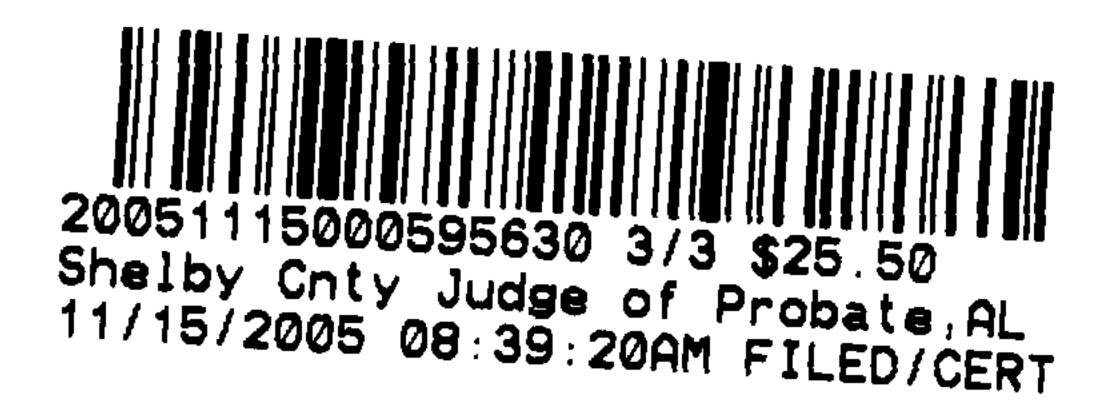
Address: P.O. BOX 830721

City, State, ZIP: BIRMINGHAM, AL 35283

INDIVIDUAL ACKNOWLEDGMENT	
STATE OF MOUNT	
COUNTY OF JOFFUSIN) SS)
FALKNER, husband and wife, whose names are signed to the for	ounty in said state, hereby certify that KENNETH J. FALKNER and MEREDITH regoing instrument, and who are known to me, acknowledged before me on this ey executed the same voluntarily on the day the same bears date. day of
My commission expires 4726	Notary Public
LENDER ACKNOWLEDGMENT	
STATE OF ALABAMA	
COUNTY OF PERSON) SS)
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	day of
MY COMMISSION EXPIRES: Sep 2, 2 My commission expires My commission expires BONDED THE MOTARY PUBLIC UNDERWE	

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SCHEDULE A

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

LOT 112, ACCORDING TO THE SURVEY OF CAMBRIAN WOOD CONDOMINIUMS, RECORDED IN MAP BOOK 6 PAGE 62, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

KNOWN: 112 CAMBRIAN WAY

PARCEL: 101020993081012