20051115000595820 1/3 \$74.50 Shelby Cnty Judge of Probate, AL 11/15/2005 08:50:01AM FILED/CERT

WHEN RECORDED MAIL TO:



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

1300 52921321160

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## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated October 25, 2005, is made and executed between JAMES CHARLES LANIER, AKA JAMES LANIER AKA JAMES C LANIER, whose address is 148 PEBBLE DR, ALABASTER, AL 35007 and CERETA GRIGGS LANIER, AKA CERETA LANIER AKA CERETA G LANIER, whose address is 148 PEBBLE DR, ALABASTER, AL 35007; 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 September 9, 2002 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED IN SHELBY COUNTY AL RECORDED DATE 09-20-02 INSTRUMENT NUMBER 20020920000454820 MOD RECORDED IN SHELBY COUNTY AL RECORDED DATE 07-14-03 INSTRUMENT NUMBER 20030725000479110 MOD 10-25-05.

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 148 PEBBLE DR, ALABASTER, AL 35007.

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 \$40,000 to \$75,000.

**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 25, 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:** 

JAMES CHARLES LANIER

LENDER:

AMSOUTH BANK

Authorized Signer

(Seal)

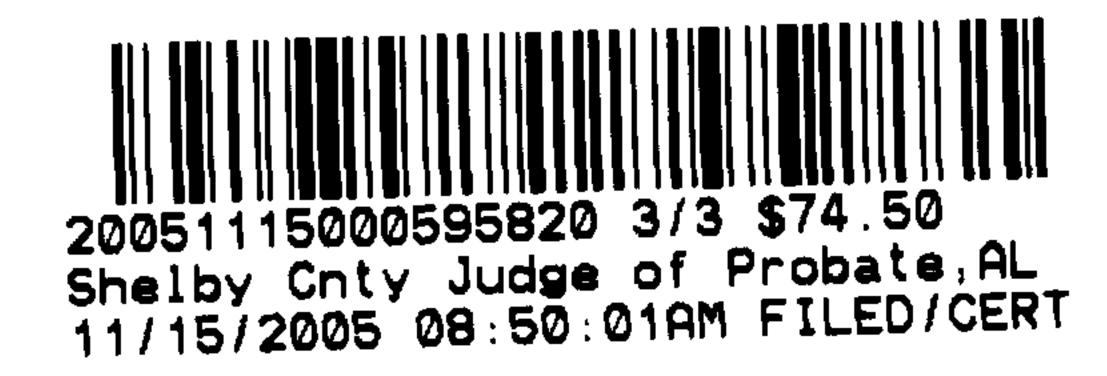
This Modification of Mortgage prepared by:

Name: SHEILA PARKER

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

## INDIVIDUAL ACKNOWLEDGMENT STATE OF 20051115000595820 2/3 \$74.50 Shelby Cnty Judge of Probate, AL 11/15/2005 08:50:01AM FILED/CERT SS I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that JAMES CHARLES LANIER and CERETA GRIGGS LANIER, 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 **Notary Public** NOTARY PUBLIC STATE OF ALABAMA AT F My commission expires MY COMMISSION EXPIRES: MART 2. THRU NOTARY PUBLIC UNDERWING LENDER ACKNOWLEDGMENT STATE OF **COUNTY OF** 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 SOTARY PUBLIC STATE OF ALABAMA AT LARGE MY COMMISSION EXPINED. AND 15, 2507 My commission expires

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## SCHEDULE "A"

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

LOT 28, ACCORDING TO THE SURVEY OF SUMMER BROOK, SECTOR 5, PHASE 4, AS RECORDED IN MAP BOOK 21, PAGE 139, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

KNOWN: 148 PEBBLE DRIVE

PARCEL: 232101001001071