

WHEN RECORDED MAIL TO:

Record and Return To: Integrated Loan Services 600-Ā N John Rodes Blvd. SMITH JR, EAR HAKA Melbourne, FL 32934

(Seal)

201151421185823()

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated June 13, 2005, is made and executed between EARL H. SMITH, JR., A/K/A EARL HOYT SMITH, JR.; A/K/A EARL H. SMITH; whose address is 194 FOREST RIDGE CIR, CHELSEA, AL 35043 and LINDA J. SMITH, A/K/A LINDA C. SMITH; whose address is 194 FOREST RIDGE CIR, CHELSEA, AL 35043; husband and wife (referred to below as "Grantor") and AmSouth Bank, whose address is 102 Inverness Plaza, Birmingham, AL 35243 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated August 13, 1999 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED ()8/27/1999 INST # 1999-36095 AND MODIFIED JULY 23, 2003 RECORDED 08/05/2003 20030805000506520 PG 1/2 AND MODIFIED 6-13-2005 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 194 FOREST RIDGE CIR, CHELSEA, AL 35043.

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 \$77,000 to \$102,000.

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 MCDIFICATION OF MORTGAGE IS DATED JUNE 13, 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:

EARL H. SMITH, JR.

LINDA J. SMITH

LENDER:

AMSOUTH BANK

forized Signar

(Seal)

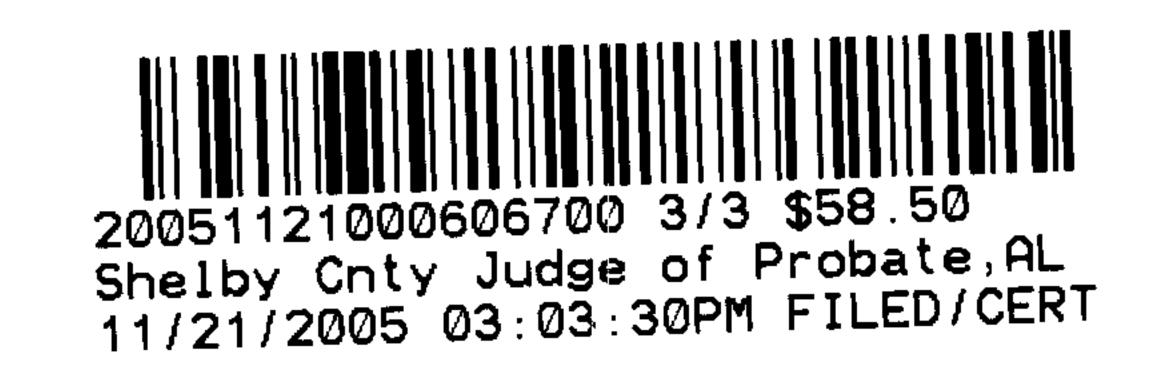
This Modification of Mortgage prepared by:

Name: ANGELA KNIGHT Address: P.O. BOX 830721

City, State, ZIP: BIRMINGHAM, AL 35283

INDIVIDUAL ACKNOWLEDGMEN'	
STATE OF ALLANDE	20051121000606700 2/3 \$58.50 20051121000606700 2/3 \$58.50 Shelby Cnty Judge of Probate, AL 11/21/2005 03:03:30PM FILED/CERT
) SS	
COUNTY OF Shelly	
I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that EARL H. SMITH, JR. and LINDA J. SMITH, 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 500 day of 100	, 20 <u>0</u> ,
Alexander	mac Aunie
TO THE PROPERTY AND THE PARTY OF THE PARTY O	Notary Public
MY COMMISSION EXPIRES JANUARY 17, 2008 My commission expires	
Wiy Commission Oxpiros	
LENDER ACKNOWLEDGMENT	
STATE OF Al-Majorian)	
) SS	
COUNTY OF	
	Andrew 1
I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify the	t Ansologians
Tennifer Edwards a corporation, is signed to the foreg	oing Modification and who is known to me,
acknowledged before me on this day that, being informed of the contents of said Modification of full authority, executed the same voluntarily for and as the act of said corporation.	Mortgage, he or she, as such officer and with
Given under my hand and official seal this	. 20/5 ² / ₂ .
	Machan
	Notary Public
MY COMMISSION EXPIRES JANUARY 17, 2008	
My commission expires	

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SCHEDULE "A"

LOCATED IN SHELBY COUNTY, STATE OF ALABAMA (THE "REAL PROPERTY"):

TRACT 12, IN CHELSEA ESTATES AS RECORDED IN MAP BOOK 5, PAGE 61, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

KNOWN:

194 FOREST RIDGE CIR

PARCEL:

097350005013000