20051121000606820 1/3 $34.75
Shelby Cnty Judge of Probate,AL
11/21/2005 03:13:47PM FILED/CERT

WHEN RECORDED MAIL TO:

THOMA, ELDON B, AKA

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

2005284094654 0

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

0704999626 88

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated October 17, 2005, is made and executed between ELDON B. THOMA , A/K/A ELDON BRACTON THOMA IV, whose address is 8001 MITCHELL LN, BIRMINGHAM, AL 35216 and KIMBERLY A. THOMA, A/K/A KIMBERLY ANN THOMA, whose address is 8001 MITCHELL LN, BIRMINGHAM, AL 35216; husband and wife (referred to below as "Grantor") and AmSouth Bank, whose address is 1900 5th Avenue North, Birmingham, AL 35203 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated April 24, 2003 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED ON 05-07-2003 IN THE OFFICE OF THE JUDGE OF PROBATE FOR SHELBY COUNTY, ALABAMA IN INSTRUMENT NUMBER 20030507000283820 AND MODIFIED ON 10-17-2005.

REAL PROPERTY DESCRIPTION. The Mortgage covers the following described real property located in SHELBY County, State of Alabama:

See SCHEDULE 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 8001 MITCHELL LN, BIRMINGHAM, AL 35216.

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 $25,590.00 to $36,000.00.

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 17, 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)
ELDON B. THOMA

X _____ (Seal)
KIMBERLY A. THOMA

LENDER:

AMSOUTH BANK

X _____ (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

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

INDIVIDUAL ACKNOWLEDGMENT

20051121000606820 2/3 $34.75
Shelby Cnty Judge of Probate, AL
11/21/2005 03:13:47PM 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 **ELDON B. THOMA and KIMBERLY A. THOMA, 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 17 **day of** October, 20 05.

Blaire Hobbs
Notary Public

MY COMMISSION EXPIRES AUGUST 4, 2006

My commission expires _____

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 Timothy Allen Tim A. Allen 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 17 **day of** October, 20 05.

Blaire Hobbs
Notary Public

My commission expires MY COMMISSION EXPIRES AUGUST 4, 2006

LASER PRO Lending, Ver. 5.27.00.005 Copr. Harland Financial Solutions, Inc. 1997, 2005. All Rights Reserved. - AL S:\SYSAPPS\LaserPro\CFI\CFI\LPL\G201.FC TR-208908 PR-19

20051121000606820 3/3 $34.75
Shelby Cnty Judge of Probate,AL
11/21/2005 03:13:47PM FILED/CERT

SCHEDULE "A"

THE REAL ESTATE SITUATED IN SHELBY COUNTY, ALABAMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS (THE "PROPERTY"):

LOT 231, ACCORDING TO THE SURVEY OF BENT RIVER COMMONS 3RD SECTOR, AS RECORDED IN MAP BOOK 25, PAGE 147, AS RECORDED IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

KNOWN: 8001 MITCHELL LN

PARCEL: 10420001007001