

WHEN RECORDED MAIL TO:



DISHMAN, STEVE M

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

20052991100000

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

ONDIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated November 1, 2005, is made and executed between STEVE M DISHMAN, whose address is 116 LEGACY PARC DR, PELHAM, AL 35124 and SHAWN T DISHMAN, whose address is 116 LEGACY PARC DR, PELHAM, AL 35124; husband and wife (referred to below as "Grantor") and AmSouth Bank, whose address is 2228 Pelham Parkway, Pelham, AL 35124 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated July 16, 2002 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED IN SHELBY COUNTY AL RECORDED DATE 07-29-02 INSTRUMENT NUMBER 20020729000349090 MOD 11-01-05.

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 116 LEGACY PARC DR, PELHAM, AL 35124.

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 \$29,500 to \$47,000.

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 NOVEMBER 1, 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:

DISHMAN STEVE M

DISHMAN

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

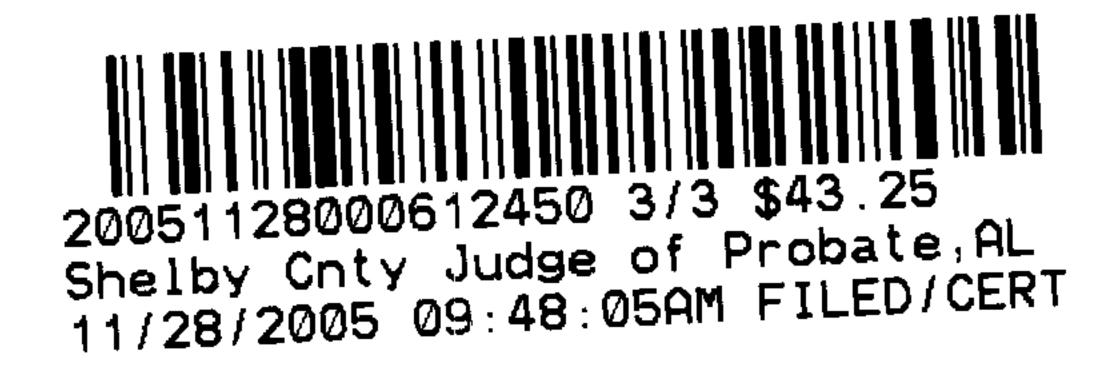
MODIFICATION OF MORTGAGE (Continued)

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INDIVIDUAL ACKNOWLEDGMENT

STATE OF Mabana		
) SS	
COUNTY OF Shelby		
DISHMAN, husband and wife, whose names are this day that, being informed of the contents of Given under my hand and official seal this	said Modification, they executed the same day of	
LENDER ACKNOWLEDGMENT		
STATE OF I (a) Dance		
) SS	
COUNTY OF SKILLING	}	
I, the undersigned authority, a Notary Public in a	and for said county in said state, hereby ce	rtify that Modification and who is known to me,
acknowledged before me on this day that, being	g informed of the contents of said Modific	ation 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	S day of _ OVERING	77
MY COMMIS	SION EXPIRES FEBRUARY 18, 2009	am// Marie Bublic
		Notary Public
My commission expires		

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SCHEDULE "A"

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

LOT 5, ACCORDING TO THE SURVEY OF LEGACY PARC AS RECORDED IN MAP BOOK 27, PAGE 9 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA; BEING SITUATED IN SHELBY COUNTY, ALABAMA. MINERAL AND MINING RIGHTS EXCEPTED.

KNOWN: 116 LEGACY PARC DRIVE

PARCEL: 143073000011009