20051128000612560 1/3 \$123.00 Shelby Cnty Judge of Probate, AL 11/28/2005 10:01:28AM FILED/CERT

(Seal)

#### WHEN RECORDED MAIL TO:



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

20052851501240

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

### 0-1100330572 MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated November 2, 2005, is made and executed between RICHARD SCHERER, A.K.A. RICHARD S. SCHERER, whose address is 5009 EAGLE VALLEY TRL., BIRMINGHAM, AL 35242 and LAUREN R. SCHERER, whose address is 5009 EAGLE VALLEY TRL., BIRMINGHAM, AL 35242; 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 June 23, 2005 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED 07/21/2005 IN THE OFFICE OF THE JUDGE OF PROBATE, SHELBY COUNTY, INSTRUMENT 20050721000365010, AND MODIFIED 11/02/2005.

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 5009 EAGLE VALLEY TRL., 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 \$110,000.00 to \$180,000.00.

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 NOVEMBER 2, 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.

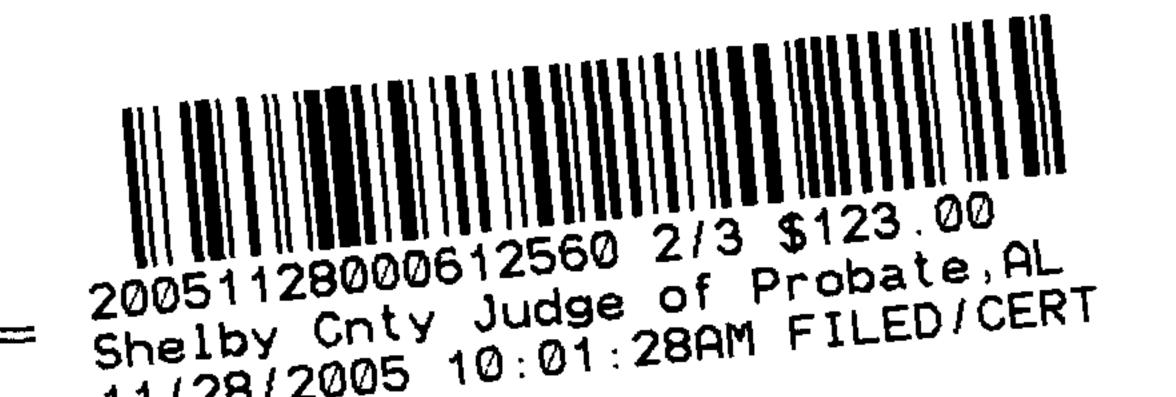
(Seal) LENDER: AMSOUTH BANK (Seal) Authorized Signer

This Modification of Mortgage prepared by:

**GRANTOR:** 

Name: MIKE PIERCE Address: P.O. BOX 830721

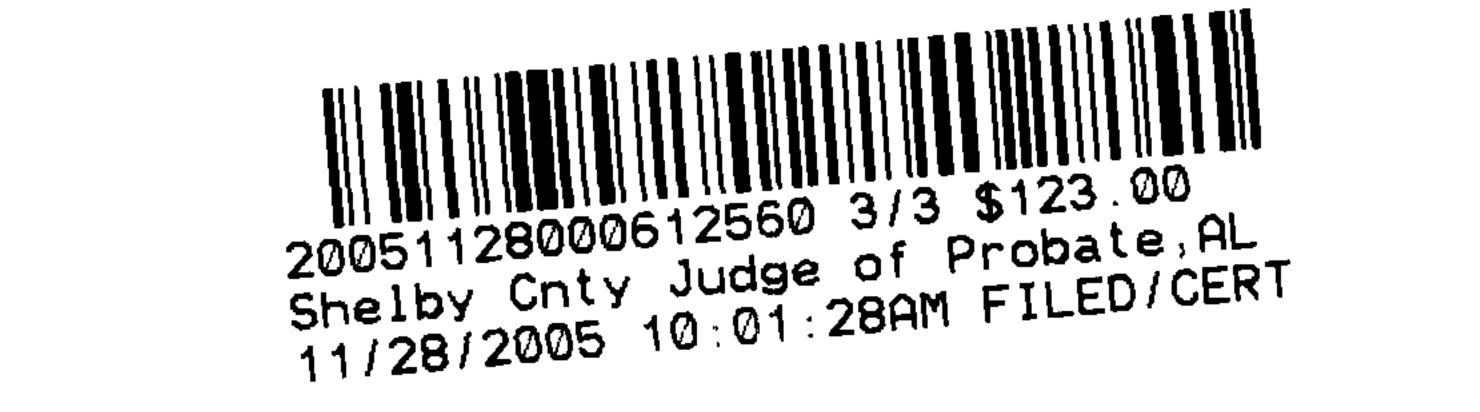
City, State, ZIP: BIRMINGHAM, AL 35283



# MODIFICATION OF MORTGAGE (Continued)

# INDIVIDUAL ACKNOWLEDGMENT

STATE OF Alahama	}
	) SS
COUNTY OF Shelp	
SCHERER, husband and wife, whose names are signed to the foregoiday that, being informed of the contents of said Modification, they ex	
Given under my hand and official seal this	lay of 1000ember 2005
	Motary Public
My commission expiresY COMMISSION EXPIRES JANUARY 17, 200	18
LENDER ACK	NOWLEDGMENT
STATE OF ALABAMA	
STATE OF HAMMAN	
	) SS
COUNTY OF	
I, the undersigned authority, a Notary Public in and for said county in	said state, hereby certify that AMS () WHAT IS IN THE ONLY ON, is signed to the foregoing Modification and who is known to me,
acknowledged before me on this day that, being informed of the confull authority, executed the same voluntarily for and as the age of said	tents of said Modification of Mortgage, he or she, as such officer and with corporation.
Given under my hand and official seal this d	lay of AOVEMBER 2005.
	Notary Public
MY COMMISSION EXPIRES JANUARY 17, 2	
My commission expires	2008



F3119333

# SCHEDULE A

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

LOT 1410, ACCORDING TO THE SURVEY OF EAGLE POINT 14, RECORDED IN MAP BOOK 26 PAGE 34, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

KNOWN: 5009 EAGLE VALLEY TRAIL

PARCEL: 093070002002112