20051130000619240 1/3 \$107.00 Shelby Cnty Judge of Probate, AL 11/30/2005 12:24:02PM FILED/CERT

#### WHEN RECORDED MAIL TO:



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

> 20052760814320 171100057306

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

(Seal)

### MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated October 4, 2005, is made and executed between TIMOTHY L PARMER, whose address is 8062 MITCHELL LN, BIRMINGHAM, AL 35216 and ELIZABETH A PARMER, whose address is 8062 MITCHELL LN, BIRMINGHAM, AL 35216; husband and wife (referred to below as "Grantor") and AmSouth Bank, whose address is P.O. Box 830721, Birmingham, AL 35283 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated December 8, 2003 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED IN SHELBY COUNTY AL RECORDED DATE 12-19-03 INTRUMENT NUMBER 20031219000818230 MOD 10-04-05.

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 8062 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 \$40,000 to \$100,000.

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 4, 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.

ELIZABETH A PARMER

GRANTOR:

LENDER:

AMSOUTH BANK

Authorized Signer

This Modification of Mortgage prepared by:

Name: SHEILA PARKER
Address: P.O. BOX 830721

(Seal)

City, State, ZIP: BIRMINGHAM, AL 35283

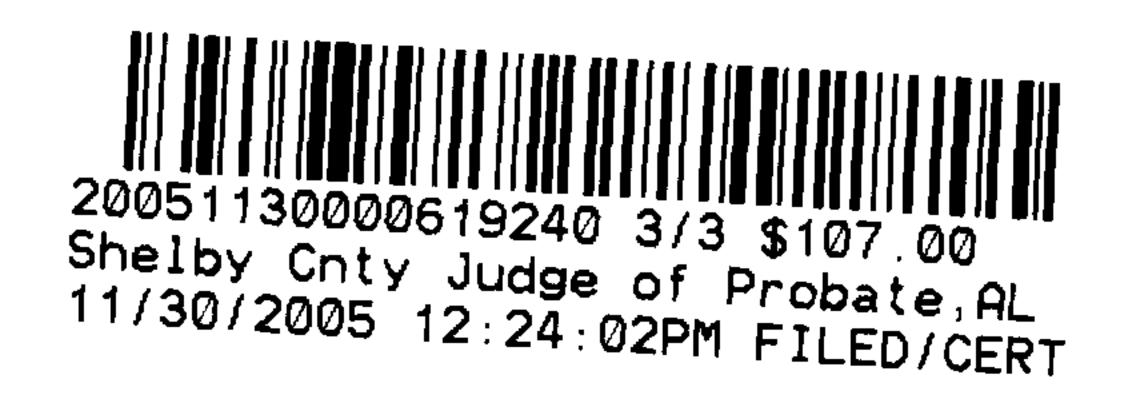
# MODIFICATION OF MORTGAGE (Continued)

Page 2

### INDIVIDUAL ACKNOWLEDGMENT

STATE OF MADAMA	) \ CC
COUNTY OF TEFFEYSOW	) SS )
PARMER, husband and wife, whose names are signed to the foregoing day that, being informed of the contents of said Modification, they expend to the contents of said Modification, they expend to the contents of said Modification.	in said state, hereby certify that TIMOTHY L PARMER and ELIZABETH A ng instrument, and who are known to me, acknowledged before me on this recuted the same voluntarily on the day the same bears date.  day of
LENDER ACKNOWLEDGMENT	
STATE OF	}
COUNTY OF THE 130 Y	) SS ) 1
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  day of  Agrovat I are	
My commission expires 41900	Notary Public

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## SCHEDULE "A"

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

LOT 240, 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: 8062 MITCHELL LANE

PARCEL: 10417006007000