

#### WHEN RECORDED MAIL TO:



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2005299091110

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# 071100015908 MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated November 4, 2005, is made and executed between FRANK L. RUOTOLO, whose address is 120 KENTWOOD WAY, ALABASTER, AL 35007 and DEBORAH J. RUOTOLO, A/K/A DEBORAH RUOTOLO, whose address is 120 KENTWOOD WAY, ALABASTER, AL 35007; husband and wife (referred to below as "Grantor") and AmSouth Bank, whose address is 1235 First Street North, Alabaster, AL 35007 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated August 27, 2003 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED 09-11-2003 IN THE OFFICE OF THE JUDGE OF PROBATE FOR SHELBY COUNTY, ALABAMA INSTRUMENT # 2003091100610800 AND MODIFIED 11-04-2005.

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 120 KENTWOOD WAY, ALABASTER, AL 35007.

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 \$32,000 to \$50,000.

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 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.

X\_\_\_\_\_\_(Seal)
FRANK L. RUOTOLO

X DEBORAH I BUOTOLO (Seal)

LENDER:

**GRANTOR:** 

AMSOUTH BANK

Authorized Signer

(Seal)

This Modification of Mortgage prepared by:

Name: TAWANDA SHEPHERD-HILL Address: P.O. BOX 830721

City, State, ZIP: BIRMINGHAM, AL 35283

## MODIFICATION OF MORTGAGE (Continued)

Page 2

### INDIVIDUAL ACKNOWLEDGMENT 20051130000619350 2/3 \$45.00 Shelby Cnty Judge of Probate, AL 11/30/2005 12:57:25PM FILED/CERT ) SS I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that FRANK L. RUOTOLO and DEBORAH J. RUOTOLO, 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. day of Given under my hand and official seal this Notary Public My commission expires 5 10 6 LENDER ACKNOWLEDGMENT 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 My commission expires

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#### SCHEDULE "A"

THE FOLLOWING DESCRIBED PROPERTY LOCATED IN SHELBY COUNTY, ALABAMA:

LOT 70, ACCORDING TO THE SURVEY OF KENTWOOD, 2<sup>ND</sup> ADDITION, PHASE I, AS RECORDED IN MAP BOOK 18, PAGE 60, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

KNOWN: 120 KENTWOOD WAY, ALABASTER, AL

PARCEL: 232103002070000