20051201000620930 1/3 \$78.00 Shelby Cnty Judge of Probate, AL 12/01/2005 09:34:20AM FILED/CERT

## WHEN RECORDED MAIL TO:



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

20052970814450

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

## 07049376269 MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated November 7, 2005, is made and executed between SUSAN KEVYN-SCHAFER, A/K/A SUSAN MACHEN KEVYN-SCHAFER, A/K/A SUSAN S OWEN, whose address is 121 CLAIRMONT RD, STERRETT, AL 35147; unmarried (referred to below as "Grantor") and AmSouth Bank, whose address is 200 Corporate Ridge North, Birmingham, AL 35242 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated June 28, 1999 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED ON 07-12-1999 IN THE OFFICE OF THE JUDGE OF PROBATE FOR SHELBY COUNTY, ALABAMA IN INSTRUMENT # 1999-29117 AND MODIFIED ON 11-07-2005.

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 121 CLAIRMONT RD, STERRETT, AL 35147.

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 \$60,000.00 to \$100,000.00.

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 7, 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:** 

LENDER:

Authorized Signet

**AMSOUTH BANK** 

This Modification of Mortgage prepared by:

Name: JAMIE ORTINO Address: P.O. BOX 830721

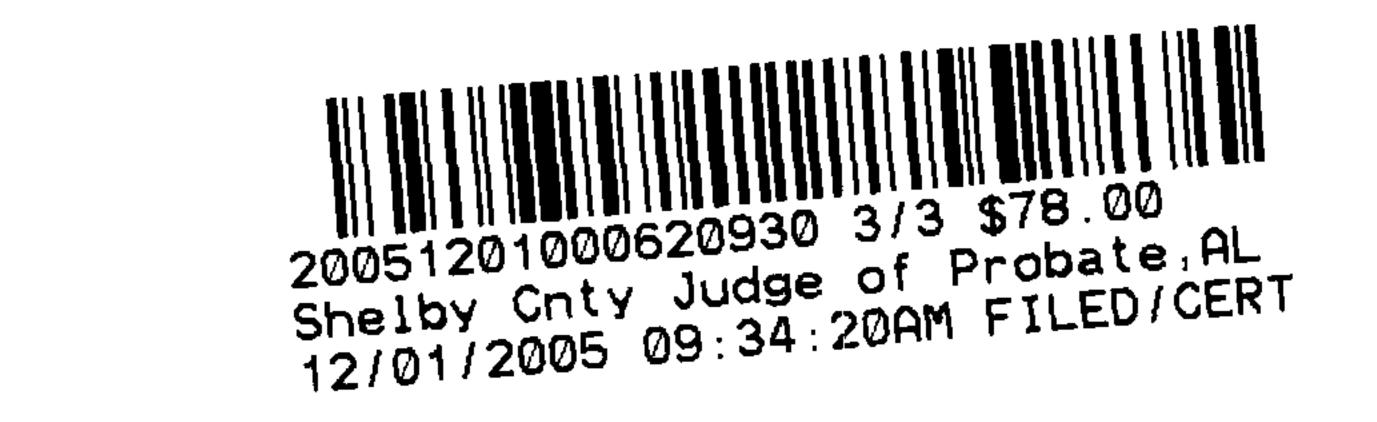
(Seal)

City, State, ZIP: BIRMINGHAM, AL 35283

INDIVIDUAL ACKNOWLEDGMENT	
STATE OF Glabana	
) SS	
country of Shelby	
I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that SUSAN KEVYN-SCH whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being contents of said Modification, he or she executed the same voluntarily on the day the same bears date.	HAFER, unmarried, ng informed of the
Given under my hand and official seal this	
MY COMMISSION EXPROSE COTTODED AT COOK	·
MY COMMISSION EXPIRES OCTOBER 15, 2008  My commission expires	
LENDER ACKNOWLEDGMENT	
STATE OF Alabans	
) SS	
country of Shelby	
I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Marker Brack. In a corporation, is signed to the foregoing Modification and who	is known to mo
acknowledged before me on this day that, being informed of the contents of said Modification of Mortgage, he or she, as sucfull authority, executed the same voluntarily for and as the act of said corporation.	ch officer and with
Given under my hand and official seal this day of None beg., 20 05.	
MY COMMISSION EXPIRES OCTOBER 15, 2008  Notary Public	
My commission expires	

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-213038 PR-19

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## SCHEDULE "A"

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

LOT 170, ACCORDING TO THE SURVEY OF FOREST PARKS – 1<sup>ST</sup> SECTOR, AS RECORDED IN MAP BOOK 22, PAGE 28 A, B & C, AND INSTRUMENT NO. 1997-02751, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

KNOWN: 121 CLAIRMONT ROAD

PARCEL: 095210000001106