

WHEN RECORDED MAIL TO:



MOORE, MONROE G. AK Melbourne, FL 32934

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

20053080958420

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

07049784520 MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated November 4, 2005, is made and executed between MONROE G. MOORE, A/K/A MONROE GERALD MOORE, whose address is 5312 MOUNTAIN PARK CIR, PELHAM, AL 35124; unmarried (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 April 25, 2002 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED ON 05-09-2002 IN THE OFFICE OF THE JUDGE OF PROBATE FOR SHELBY COUNTY, ALABAMA IN INSTURMENT NUMBER 20020509000220620 AND MODIFIED ON 11-04-2005.

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 5312 MOUNTAIN PARK CIR, 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 \$50,000.00 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 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.

GRANTQR/

LENDER:

AMSOUTH BANK

This Modification of Mortgage prepared by:

Name: CHRISTY HARDIN Address: P.O. BOX 830721

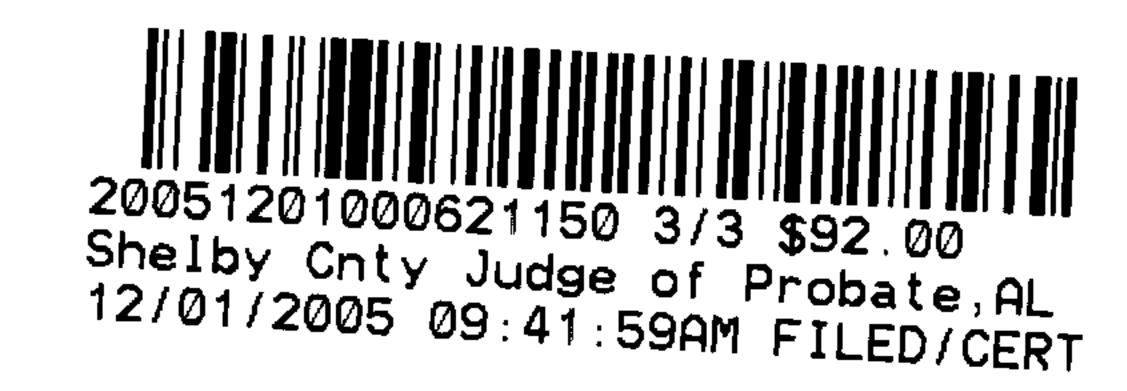
City, State, ZIP: BIRMINGHAM, AL 35283

INDIVIDUAL ACKNOWLEDGMENT

STATE OF <u>alabama</u>	
) SS
county of Sheiby	
name is signed to the foregoing instrument, and who is known to me of said Modification, he or she executed the same voluntarily on the d	in said state, hereby certify that MONROE G. MOORE, unmarried, whose acknowledged before me on this day that, being informed of the contents ay the same bears date. ay of November, 2005. Notary Public
LENDER ACKNOWLEDGMENT	
STATE OF alabama)
COUNTY OF Shelby) SS)
I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Am South Baule	
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 4th day of November, 2005. When the seal this 4th day of November, 2005. Notary Public Notary Public November (2005).	
My commission expires 4-1-08	

LASER PRO Landing, Ver. 5.27.00.005 Copr. Harland Financial Solutions, Inc. 1997, 2005. Ali Rights Reserved. - AL SASYSAPPS(LanerPro)CFI\CFI\LPL\G201.FC TR-212899 PR 19

20051201000621150 2/3 \$92.00 Shelby Cnty Judge of Probate, AL 12/01/2005 09:41:59AM FILED/CERT



SCHEDULE "A"

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

LOT 12, ACCORDING TO THE MAP AND SURVEY OF MOUNTAIN PARK, THIRD SECTOR, AS RECORDED IN MAP BOOK 10, PAGE 13, IN THE PROBATE OFFICE OF SHELBY, COUNTY, ALABAMA.

KNOWN: 5312 MOUNTAIN PARK CIR, PELHAM, AL

PARCEL: 105210002063011