



20051215000648560 1/3 \$32.00
Shelby Cnty Judge of Probate, AL
12/15/2005 10:25:46AM FILED/CERT

WHEN RECORDED MAIL TO:



CIGER, DENIZ B. AKA

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

20053191631360

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

130000063340

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated November 18, 2005, is made and executed between DENIZ B. CIGER, A/K/A DENIZ BRADLEY CIGER; whose address is 1202 GABLES DR, BIRMINGHAM, AL 35244; unmarried (referred to below as "Grantor") and AmSouth Bank, whose address is 1849 Highway 31 South, Birmingham, AL 35244 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated March 19, 2004 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED 04/07/2004 20040407000178920 PG 1/8 AND MODIFIED 11-18-2005 IN SHELBY COUNTY, ALABAMA.

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 1202 GABLES DR, BIRMINGHAM, AL 35244.

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 \$10,000 to \$20,000.

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 18, 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:

x Deniz B. Ciger (Seal)
DENIZ B. CIGER

LENDER:

AMSOUTH BANK

x Mike Smith (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

**Name: ANGELA KNIGHT
Address: P.O. BOX 830721
City, State, ZIP: BIRMINGHAM, AL 35283**

MODIFICATION OF MORTGAGE
(Continued)

INDIVIDUAL ACKNOWLEDGMENT



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STATE OF Alabama)
) SS
COUNTY OF Jefferson)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **DENIZ B. CIGER, unmarried**, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said Modification, he or she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 18 day of November, 20 05.

Judith Alicia Porter
Notary Public

My commission expires 4-22-09

LENDER ACKNOWLEDGMENT

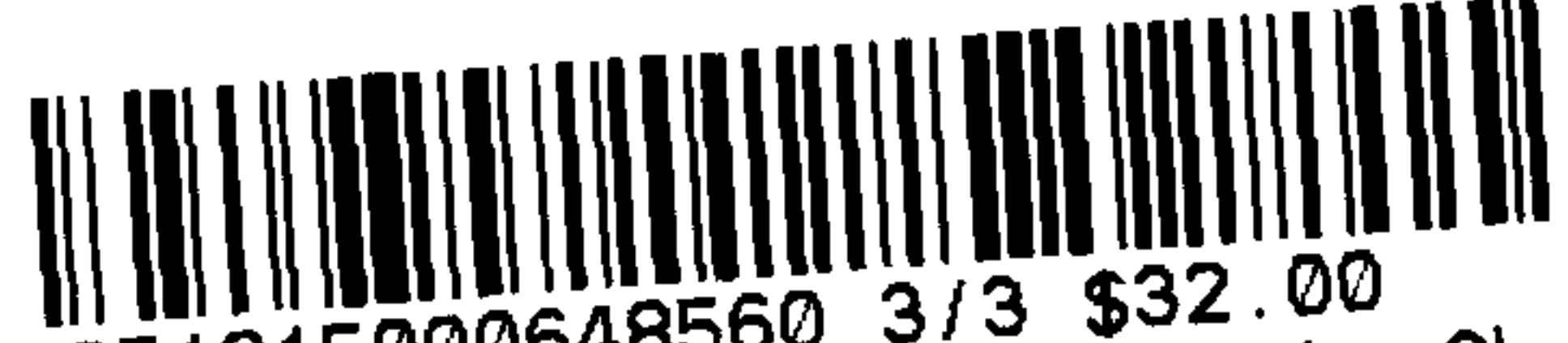
STATE OF Alabama)
) SS
COUNTY OF Jefferson)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Amsouth 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 18 day of November, 20 05.

[Signature]
Notary Public

My commission expires 4/19/06


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SCHEDULE A

**THE FOLLOWING DESCRIBED REAL PROPERTY LYING AND BEING SITUATED
IN SHELBY COUNTY, FLORIDA, TO-WIT:**

**UNIT 1202, BUILDING 12 , IN THE GABLES, A CONDOMINIUM, ACCORDING TO
THE DECLARATION OF CONDOMINIUM THEREOF AS RECORDED IN OFFICIAL
RECORDS BOOK U/A, PAGE(S) U/A, AND ANY AMENDMENTS THERETO;
TOGETHER WITH AN UNDIVIDED INTEREST IN THE COMMON ELEMENTS
DECLARED IN SAID DECLARATION OF CONDOMINIUM, OF THE PUBLIC
RECORDS OF SHELBY COUNTY, FLORIDA. INSTRUMENT No. 1999-02450.**

**SUBJECT TO RESTRICTIONS, RESERVATIONS, EASEMENTS, COVENANTS, OIL,
GAS OR MINERAL RIGHTS OF RECORD, IF ANY.**

KNOWN: 1202 GABLES DR

PARCEL: 109300991004110