

WHEN RECORDED MAIL TO:



COLEY, ARTHUR G

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

20052910832320

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

07,00226539

*AKA Arthur G. Coley, Jr. MODIFICATION OF MORTGAGE **FKA Sonya R. Hunt

THIS MODIFICATION OF MORTGAGE dated November 4, 2005, is made and executed between ARTHUR G. COLEY, whose address is 3007 HIGHLAND LAKES RD, BIRMINGHAM, AL 35242 and SONYA R. COLEY, whose address is 3007 HIGHLAND LAKES RD, RIPMINGHAM, AL 35242, wife and bushered (referred to below as

address is 3007 HIGHLAND LAKES RD, BIRMINGHAM, AL 35242; wife and husband (referred to below as "Grantor") and AmSouth Bank, whose address is 200 Corporate Ridge North, Birmingham, AL 35242 (referred to below as "Lender").

MCRTGAGE. Lender and Grantor have entered into a Mortgage dated June 9, 2005 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED 07-07-2005 IN THE OFFICE OF THE JUDGE OF PROBATE SHELBY COUNTY IN INSTRUM# 20050707000341280 PG 1-8 - 8-8 AND MODIFIED 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 3007 HIGHLAND LAKES RD, BIRMINGHAM, AL 35242.

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 \$195,000.00 to \$200,000.00.

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.

GRANTOR:

ARTHUR G. COLEYAKA

Arthur G. Coley, Jr.

SONYA R. COLEY

(Seal)

LENDER:

AMSOUTH BANK

x 11/2

_(Seal)

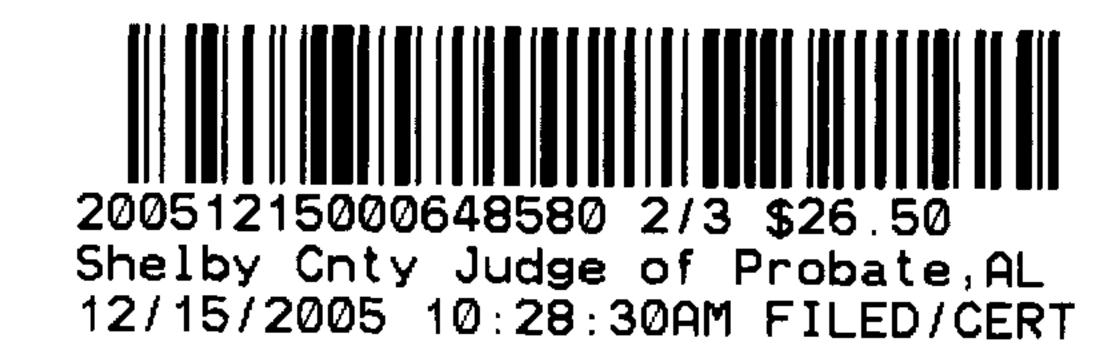
This Modification of Mortgage prepared by:

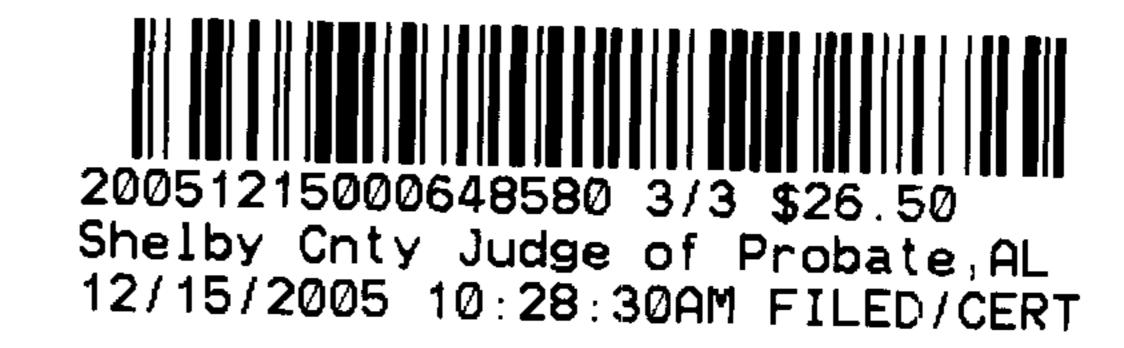
Name: POINSETTA FREEMAN Address: P.O. BOX 830721

City, State, ZIP: BIRMINGHAM, AL 35283

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INDIVIDUAL ACKNOWLEDGMENT	
STATE OF alabama)
) SS
COUNTY OF Shelb	
I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that ARTHUR G. COLEY and SONYA R. COLEY, wife and husband, 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.	
Given under my hand and official seal this	day of Novinber, 2005.
MY COMMISSION EXPIRES OCTOBER 15, 2008 My commission expires	
LENDER ACKNOWLEDGMENT	
STATE OF Clabana	
JIAIL OI <u>LABAMA</u>	
COUNTY OF SLelby	
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	

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SCHEDULE A

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

LOT 821, ACCORDING TO THE SURVEY OF HIGHLAND LAKES, RECORDED IN MAP BOOK 23 PAGE 145, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

KNOWN: 3007 HIGHLAND LAKES RD

PARCEL: 092040004016000