

WHEN RECORDED MAIL TO:



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

20053140946280

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated November 22, 2005, is made and executed between RUSSELL E. FAVORITE, A/K/A RUSSELL E. FAVORITE, JR., whose address is 1655 INDIAN CREST DRIVE, INDIAN SPRINGS, AL 35124 and PATRICIA A. FAVORITE, whose address is 1655 INDIAN CREST DRIVE, INDIAN SPRINGS, AL 35124; husband and wife (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 June 27, 2003 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED ON JULY 14, 2003 INSTRUMENT #20030714000445050; MODIFIED ON NOVEMBER 22, 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 1655 INDIAN CREST DRIVE, INDIAN SPRINGS, 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 \$153,000.00 to \$210,000.00.

continuing 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 22, 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:

RUSSELL F. FAVORITE

RUSSELL E. FAVORITE

LENDER:

AMSOUTH BANK

Authorized Signer

(Seal)

This Modification of Mortgage prepared by:

Name: WILLIAMENIA ROBISNON Address: P.O. BOX 830721

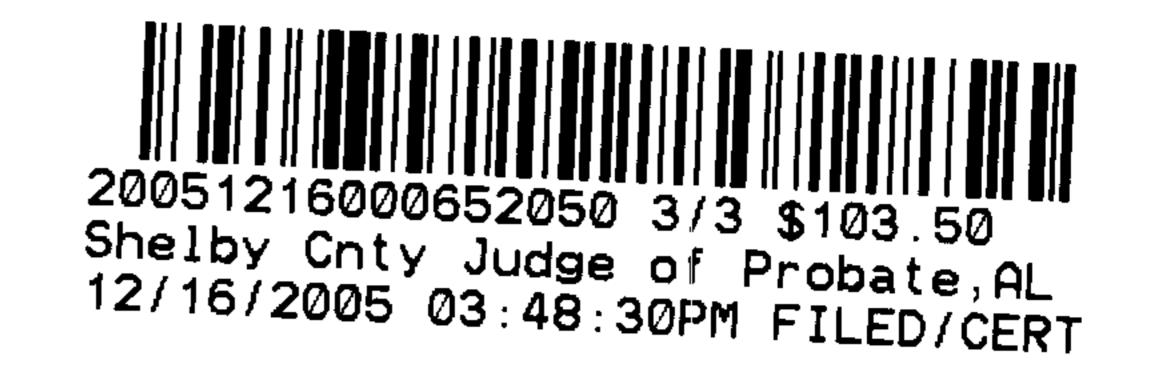
City, State, ZIP: BIRMINGHAM, AL 35283

MODIFICATION OF MORTGAGE (Continued)

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INDIVIDUAL ACKNOWLEDGMENT		
STATE OF Habane		
COUNTY OF Shelby) SS)	20051216000652050 2/3 \$103.50 Shelby Cnty Judge of Probate,AL 12/16/2005 03:48:30PM FILED/CERT
I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that RUSSELL E. FAVORITE and PATRICIA A. FAVORITE, 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. Given under my hand and official seal this		
MY COMMISSION EXPIRES FEBRU	JARY 18, 2009 David	Bron Panellie
My commission expires		
LENDER ACKNOWLEDGMENT		
LENDER A	ACKNOWLEDG	BMENT
STATE OF <u>Habare</u>	ACKNOWLEDG	SMENT
STATE OF Habar COUNTY OF Shall)) SS	
STATE OF Habar COUNTY OF Shelfy I, the undersigned authority, a Notary Public in and for said co) SS) unty in said state, here orporation, is signed t	by certify that Modification and who is known to me,
COUNTY OF Stelly I, the undersigned authority, a Notary Public in and for said coacknowledged before me on this day that, being informed of full authority, executed the same voluntarily for and as the action.) SS) unty in said state, here orporation, is signed to the contents of said Most of said corporation.	by certify that
county of Shelfy I, the undersigned authority, a Notary Public in and for said coacknowledged before me on this day that, being informed of) SS) unty in said state, here orporation, is signed to the contents of said Most of said corporation.	by certify that
COUNTY OF Shelfy I, the undersigned authority, a Notary Public in and for said coacknowledged before me on this day that, being informed of full authority, executed the same voluntarily for and as the act Given under my hand and official seal this) SS) unty in said state, here orporation, is signed to the contents of said Motor of said corporation. day of	by certify that
COUNTY OF Shells I, the undersigned authority, a Notary Public in and for said coacknowledged before me on this day that, being informed of full authority, executed the same voluntarily for and as the action of the same voluntarily for and as the action.) SS) unty in said state, here orporation, is signed to the contents of said Motor of said corporation. day of	by certify that

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SCHEDULE "A"

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

LOT 6, BLOCK 1, ACCORDING TO THE SURVEY OF INDIAN CREEK ESTATES, SECOND SECTOR, AS RECORDED IN MAP BOOK 5 PAGE 42 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA; BEING SITUATED IN SHELBY COUNTY, ALABAMA.

KNOWN: 1655 INDIAN CREST DR

PARCEL: 105210003010000