20051216000652140 1/3 \$58.50 Shelby Cnty Judge of Probate, AL 12/16/2005 03:57:06PM FILED/CERT

WHEN RECORDED MAIL TO:



Record and Return To: Integrated Loan Services 600-Ā N John Rodes Blvd. TALIAFERRO JR, GUY E Melbourne, FL 32934

20053180750090

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

07049953085

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated November 21, 2005, is made and executed between GUY ED TALIAFERRO, JR., A/K/A GUY TALIAFERRO; A/K/A GUY E. TALIAFERRO; whose address is 4077 SOMERSET RDG, BIRMINGHAM, AL 35242 and ELIZABETH J. TALIAFERRO, A/K/A ELIZABETH TALIAFERRO; whose address is 4077 SOMERSET RDG, BIRMINGHAM, AL 35242; husband and wife (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 September 11, 2002 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

09/23/2002 20020923000457060 PG 1/6 MODIFIED NOVEMBER AND 2004 12/13/04 **17**, RECORDED 20041213000680570 AND MODIFIED 11-21-2005 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 4077 SOMERSET RDG, 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 \$75,000 to \$100,000.

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 21, 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:

AMSOUTH BANK

Authorized Signer

(Seal)

This Modification of Mortgage prepared by:

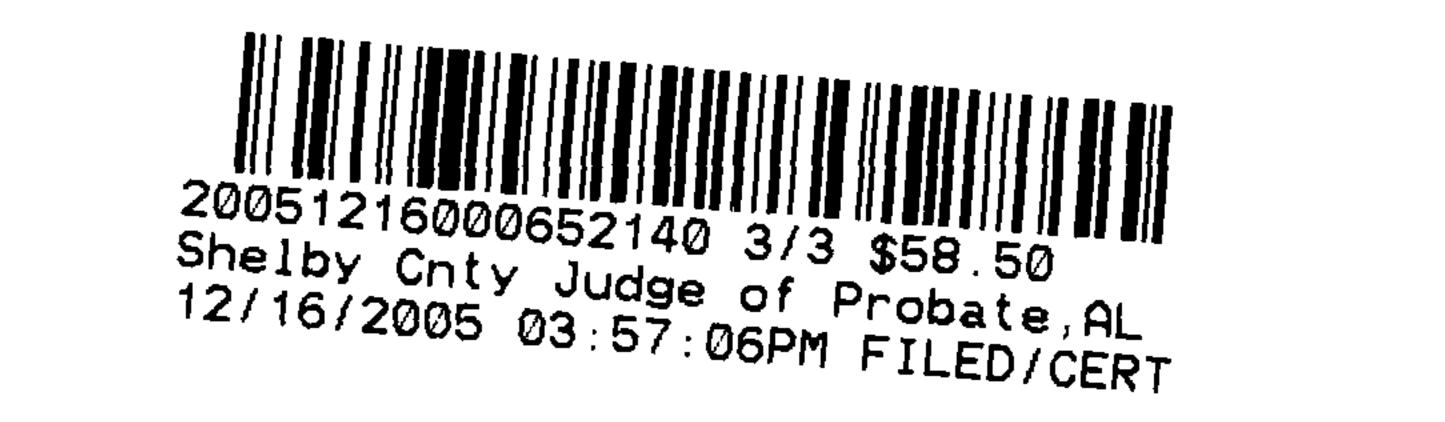
Name: ANGELA KNIGHT Address: P.O. BOX 830721

City, State, ZIP: BIRMINGHAM, AL 35283

INDIVIDUAL ACKNOWLEDGMENT STATE OF alabama) SS COUNTY OF Shelby I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that GUY ED TALIAFERRO, JR. and ELIZABETH J. TALIAFERRO, 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. day of Noumber Given under my hand and official seal this 3 **Notary Public** MY COMMISSION EXPIRES OCTOBER 15, 2008 My commission expires LENDER ACKNOWLEDGMENT STATE OF Calabana SS COUNTY OF Shelby I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Market Burkets And School 1 and School 2 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 <u>\(\alpha\) \</u> day of \(\lambda \text{Vourse} \) MY COMMISSION EXPIRES OCTOBER 15, 2008 My commission expires

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SCHEDULE "A"

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

LOT 1174, ACCORDING TO THE SURVEY OF BROOK HIGHLAND, 11TH SECTOR, PHASE II, AN EDDLEMAN COMMUNITY, AS RECORDED IN MAP BOOK 22, PAGE 36 A & B, IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA.

KNOWN: 4077 SOMERSET RDG

PARCEL: 039300002001145