

## WHEN RECORDED MAIL TO:

Record and Return To: Integrated Loan Services 600-Ā N John Rodes Blvd. LOGAN, EDWARD R, AKA Melbourne, FL 32934

20053130902470

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

(Seal)

071100135597 MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated November 25, 2005, is made and executed between EDWARD R LOGAN, AKA EDWARD R LOGAN SR, whose address is 261 PARK PLACE WAY, ALABASTER, AL 35007 and MARY J LOGAN, AKA MARY JOE LOGAN, whose address is 261 PARK PLACE WAY, ALABASTER, AL 35007; husband and wife (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 August 20, 2004 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED IN SHELBY COUNTY AL RECORDED DATE 09-09-04 INSTRUMENT NUMBER 20040909000502200 MOD 11-25-05.

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 261 PARK PLACE WAY, ALABASTER, AL 35007.

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 to \$65,000.

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 25, 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

This Modification of Mortgage prepared by:

Name: SHEILA PARKER Address: P.O. BOX 830721

(Seal

City, State, ZIP: BIRMINGHAM, AL 35283

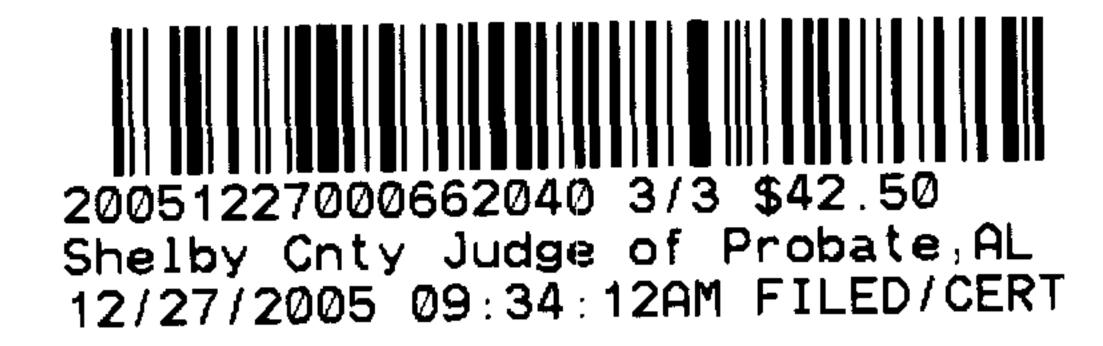
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## MODIFICATION OF MORTGAGE (Continued)

20051227000662040 2/3 \$42.50 Shelby Cnty Judge of Probate, AL 12/27/2005 09:34:12AM FILED/CERT

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Alabama COUNTY OF JEFFERSON	) ) SS )
I, the undersigned authority, a Notary Public in and for said county husband and wife, whose names are signed to the foregoing instrubeing informed of the contents of said Modification, they executed	
Given under my hand and official seal this $25$	day of November , 20 05.  Quality Xlicia Porter  Notary Public
My commission expires	
LENDER ACKNOWLEDGMENT	
STATE OF MUNICIPAL STATE OF MUNI	
COUNTY OF JEHUS M	1 ss Amy Roberts
I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that the same voluntarily for and as the act of said corporation.  I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that the same voluntarily in and comporation, 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	day of NUVUINDO 1, 20 05.
My commission expires to commission expires	Notary Public



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## SCHEDULE A

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

LOT 21, ACCORDING TO THE SURVEY OF PARK PLACE 2ND ADDITION, RECORDED IN MAP BOOK 17 PAGE 16, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

KNOWN: 261 PARK PLACE WAY

PARCEL: 232104004021000