

WHEN RECORDED MAIL TO:



**

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

20053130814350 071100017441

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated November 30, 2005, is made and executed between LARRY H. BEAUMONT, whose address is 7096 N. HIGHFIELD DR., BIRMINGHAM, AL 35242 and KATHY W. BEAUMONT, A.K.A. KATHRYN W. BEAUMONT, whose address is 7096 N. HIGHFIELD DR., 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 2, 2003 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED 09/12/2003 IN THE OFFICE OF THE JUDGE OF PROBATE, SHELBY COUNTY, INSTRUMENT 20030912000613880, AND MODIFIED 11/30/2005.

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 7096 N. HIGHFIELD DR., 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 \$140,000.00 to \$240,000.00.

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 30, 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:

LARRY H. BEAUMONT

LENDER:

AMSOUTH BANK

Authorized Signer

_(Seal)

This Modification of Mortgage prepared by:

Name: MIKE PIERCE Address: P.O. BOX 830721

City, State, ZIP: BIRMINGHAM, AL 35283

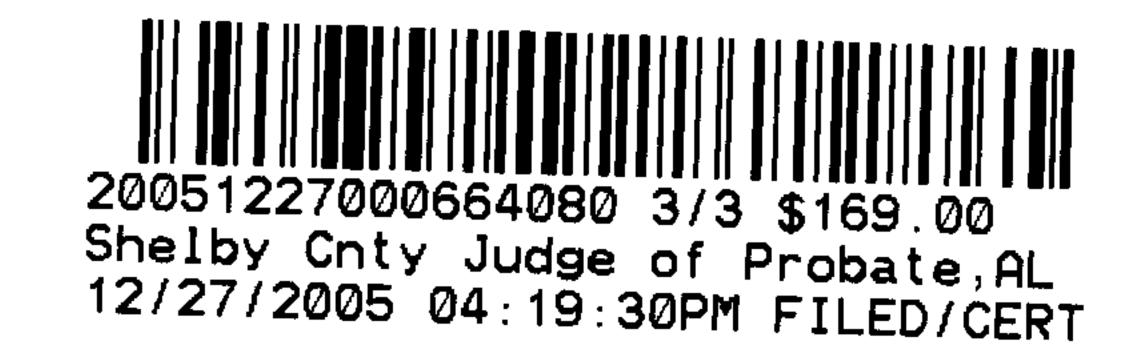
MODIFICATION OF MORTGAGE (Continued)

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INDIVIDUAL ACKNOWLEDGMENT

STATE OF Clabama	
) SS
COUNTY OF Shalby	}
I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that LARRY H. BEAUMONT and KATHY W. BEAUMONT, 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 this30	day of <u>Number</u> , 20 <u>い</u> , 20 <u>い</u> .
	Notary Public Notary Public
My commission expiresMY COMMISSION EXPIRES OCTOBER 15, 2008	
LENDER ACKNOWLEDGMENT	
STATE OF Qlabame)
	·) SS
COUNTY OF Skilling)
I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that May Bun Field 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 30	day of Nouchin, 20 (>5).
MY COMMISSION EXPIRES OCTOBER 15, 2008	
My commission expires	

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SCHEDULE "A"

THE FOLLOWING DESCRIBED PROPERTY LOCATED IN THE COUNTY OF SHELBY:

LOT 135, ACCORDING TO THE SURVEY OF GREYSTONE LEGACY, 1ST SECTOR, AS RECORDED IN MAP BOOK 26, PAGE 79 A, B & C, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA; BEING SITUATED IN SHELBY COUNTY, ALABAMA.

KNOWN: 7096 N HIGHFIELD DR

PARCEL: 03-5-22-3-002-035