20060103000000210 1/3 $79.00
Shelby Cnty Judge of Probate,AL
01/03/2006 08:21:25AM FILED/CERT

WHEN RECORDED MAIL TO:

FREDRICK, GILBERT O,

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

2005312171129 0

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

0711001749 86

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated December 5, 2005, is made and executed between GILBERT O FREDRICK, AKA GILBERT O FREDRICK III, whose address is 122 GOEL RD , HOOVER, AL 35244 and KIMBERLY C FREDRICK, AKA DR KIMBERLY FREDRICK, whose address is 122 GOEL RD , HOOVER, AL 35244; husband and wife (referred to below as "Grantor") and AmSouth Bank, whose address is 2653 Valleydale Road, Birmingham, AL 35244 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated November 4, 2004 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED IN SHELBY COUNTY AL RECORDED DATE 12-03-04 INSTR # 20041203000663680 MOD 12-05-05.

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 122 GOEL RD , HOOVER, AL 35244.

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 $90,000.

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 DECEMBER 5, 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:

X _____ (Seal)
GILBERT O FREDRICK

X _____ (Seal)
KIMBERLY C FREDRICK

LENDER:

AMSOUTH BANK

X _____ (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

Name: SHEILA PARKER
Address: P.O. BOX 830721
City, State, ZIP: BIRMINGHAM, AL 35283

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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 **GILBERT O FREDRICK and KIMBERLY C FREDRICK, 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 5 **day of** December, 20 05.

April J. Oakes
Notary Public

My commission expires 11/10/09

LENDER 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 April Oakes AmSouth Bank 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 5th **day of** December, 20 05.

Melissa Jane
Notary Public

My commission expires 11/10/09

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Sept. 30, 2005
BONDED THRU NOTARY PUBLIC UNDERWRITERS

LASER PRO Lending, Ver. 5.27.00.005 Copr. Harland Financial Solutions, Inc. 1997, 2005. All Rights Reserved. - AL S:\SYSAPPS\LaserPro\CFI\CFI\LPL\G201.FC TR-219548 PR-19

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SCHEDULE "A"

PART OF THE EAST ½ OF THE SOUTHEAST ¼ OF SECTION 16, TOWNSHIP 19 SOUTH, RANGE 2 WEST, SHELBY COUNTY, ALABAMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM AN EXISTING CONCRETE MONUMENT BEING THE NE CORNER OF THE SE ¼ OF THE SE ¼ OF SAID SECTION 16 AND LOOKING IN A NORTHWESTERLY DIRECTION ALONG THE SOUTHWEST LINE OF LOT 69 AND LOT 10A, HOMESTEAD, THIRD SECTOR AS RECORDED IN MAP BOOK 6, PAGE 118, IN THE OFFICE OF THE JUDGE OF PROBATE, SHELBY COUNTY, ALABAMA, TURN AN ANGLE TO THE LEFT OF 54 DEGREES 31 MINUTES 08 SECONDS AND RUN IN A SOUTHWESTERLY DIRECTION FOR A DISTANCE OF 270.66 FEET TO AN EXISTING IRON REBAR SET BY LAURENCE D. WEYGAND AND BEING THE POINT OF BEGINNING; THENCE CONTINUE IN A SOUTHWESTERLY DIRECTION ALONG LAST MENTIONED COURSE FOR A DISTANCE OF 8.86 FEET TO AN EXISTING CRIMP IRON PIN; THENCE TURN AN ANGLE TO THE LEFT OF 36 DEGREES 37 MINUTES 23 SECONDS AND RUN IN A SOUTHWESTERLY DIRECTION FOR A DISTANCE OF 221.50 FEET TO AN EXISTING CRIMP IRON PIN; THENCE TURN AN ANGLE TO THE RIGHT OF 90 DEGREES 00 MINUTES 06 SECONDS AND RUN IN A NORTHWEST DIRECTION FOR A DISTANCE OF 400.75 FEET TO AN EXISTING CRIMP IRON PIN BEING ON THE SOUTHEAST RIGHT OF WAY LINE OF GOEL DRIVE; THENCE TURN AN ANGLE TO THE RIGHT OF 89 DEGREES 58 MINUTES 41 SECONDS AND RUN IN A NORTHEASTERLY DIRECTION ALONG SAID SOUTHEAST RIGHT OF WAY LINE FOR A DISTANCE OF 228.61 FEET TO AN EXISTING IRON REBAR SET BY LAURENCE D. WEYGAND; THENCE TURN AN ANGLE TO THE RIGHT OF 90 DEGREES 10 MINUTES 19 SECONDS AND RUN IN A SOUTHEASTERLY DIRECTION FOR A DISTANCE OF 406.71 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

KNOWN: 122 GOEL ROAD

PARCEL: 105160005043000