200601030000000640 1/3 \$62.00 Shelby Cnty Judge of Probate, AL 01/03/2006 08:53:52AM FILED/CERT

#### WHEN RECORDED MAIL TO:



Record and Return To: Integrated Loan Services 600-A N John Rodes Blvd. Melbourne, FL 32934 2005-3001034380

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

(Seal)

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated December 3, 2005, is made and executed between DAVID P GALIK, whose address is 483 HEATHERWOOD DR, BIRMINGHAM, AL 35244 and JANE N GALIK, whose address is 483 HEATHERWOOD DR, BIRMINGHAM, AL 35244; 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 February 28, 2003 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED 03/12/2003 IN SHELBY COUNTY, ALABAMA INST #20030312000150460 PG 1/6 AND MODIFIED 12/03/2005.

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 483 HEATHERWOOD DR, BIRMINGHAM, 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 \$54,000.00 to \$84,000.00.

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 of 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 3, 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.

JANE N GALIK

X (Seal)

DAVID P GALIK

LENDER:

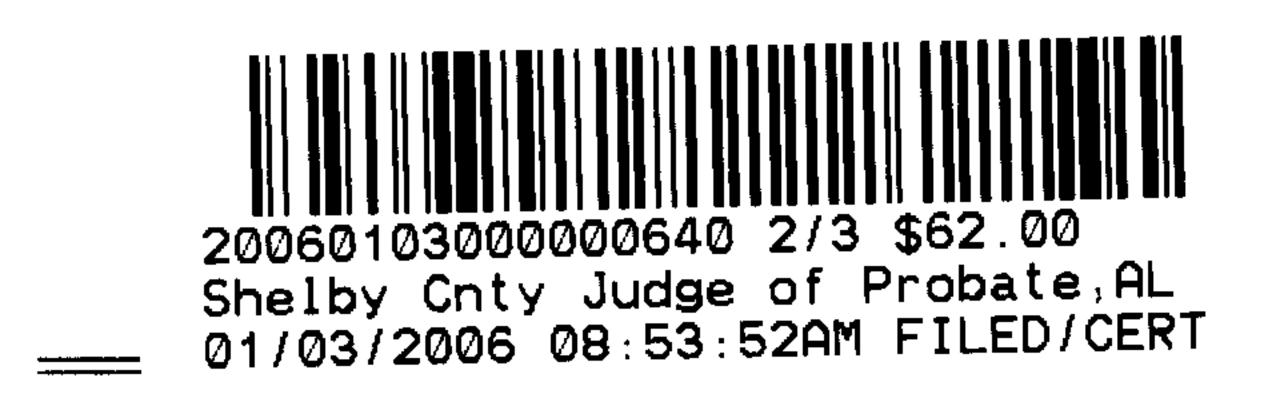
AMSOUTH BANK

X Authorized Signer (Seal)

This Modification of Mortgage prepared by:

Name: LISA SMITH Address: P.O. BOX 830721

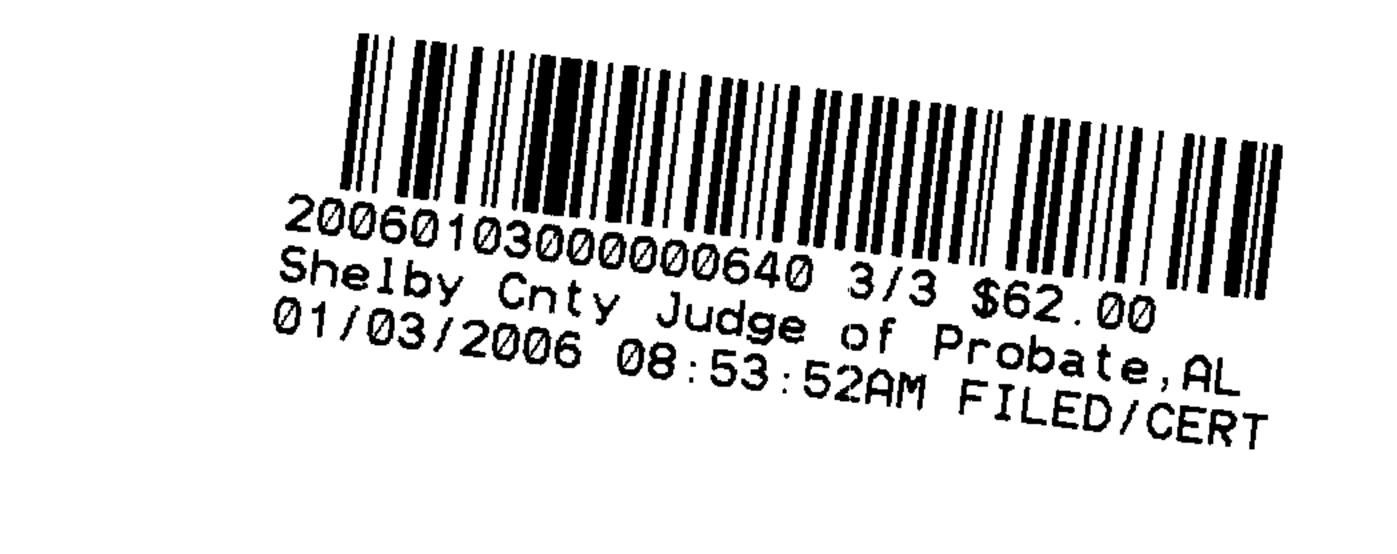
City, State, ZIP: BIRMINGHAM, AL 35283



# MODIFICATION OF MORTGAGE (Continued)

### INDIVIDUAL ACKNOWLEDGMENT

STATE OF Alabama	
) S	S
COUNTY OF Shuby	
I, the undersigned authority, a Notary Public in and for said county in husband and wife, whose names are signed to the foregoing instrument, being informed of the contents of said Modification, they executed the said Given under my hand and official seal this day of	and who are known to me, acknowledged before me on this day that, me voluntarily on the day the same bears date.
LENDER ACKNOWLEDGMENT	
STATE OF HOLDING	
) S	S
county of Sheih)	
I, the undersigned authority, a Notary Public in and for said county in said acknowledged before me on this day that, being informed of the contents full authority, executed the same voluntarily for and as the act of said cor Given under my hand and official seal this day of	of said Modification of Mortgage, he or she, as such officer and with poration



### SCHEDULE "A"

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

LOT 18A, ACCORDING TO A RESUBDIVISION OF LOTS 18, 19 AND 20, HEATHERWOOD, 4<sup>TH</sup> SECTOR, AS RECORDED IN MAP BOOK 26, PAGE 111, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

KNOWN: 483 HEATHERWOOD DRIVE

PARCEL: 102090001001141