20060103000000680 1/3 $171.50
Shelby Cnty Judge of Probate,AL
01/03/2006 09:08:12AM FILED/CERT

**WHEN RECORDED MAIL TO:**
**AmSouth Bank**

HOIDAL, DAVID E

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

2005312120929 0

**SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY**

0704496956 50

# MODIFICATION OF MORTGAGE

**THIS MODIFICATION OF MORTGAGE dated December 2, 2005, is made and executed between DAVID E. HOIDAL, whose address is 539 N. LAKE CV, BIRMINGHAM, AL 35242 and MARGARET HOIDAL, whose address is 539 N. LAKE CV, BIRMINGHAM, AL 35242; husband and wife (referred to below as "Grantor") and AmSouth Bank, whose address is 102 Inverness Plaza, Birmingham, AL 35243 (referred to below as "Lender").**

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated November 28, 2001 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

**RECORDED 12/12/2001 IN THE OFFICE OF THE JUDGE OF PROBATE, SHELBY COUNTY, IN BOOK 2001 PAGE 54363, AND MODIFIED 12/02/2005.**

**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 539 N. LAKE CV, 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 $67,000.00 to $170,000.00.**

**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 DECEMBER 2, 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)
**DAVID E. HOIDAL**

X Margaret Hoidal (Seal)
**MARGARET HOIDAL**

**LENDER:**

**AMSOUTH BANK**

X _____ (Seal)
**Authorized Signer**

**This Modification of Mortgage prepared by:**

**Name: MIKE PIERCE**
**Address: P.O. BOX 830721**
**City, State, ZIP: BIRMINGHAM, AL 35283**

## INDIVIDUAL ACKNOWLEDGMENT

STATE OF Alabama )
) SS
COUNTY OF Shelby )

20060103000000680 2/3 $171.50
Shelby Cnty Judge of Probate, AL
01/03/2006 09:08:12AM FILED/CERT

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **DAVID E. HOIDAL and MARGARET HOIDAL, 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** 2nd **day of** December, **20**05.

Notary Public

**My commission expires** 1-17-2008

## 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 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** 2nd **day of** December, **20**05.

Notary Public

**My commission expires** MY COMMISSION EXPIRES JANUARY 17, 2008

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01/03/2006 09:08:12AM FILED/CERT

# SCHEDULE "A"

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

LOT 2, ACCORDING TO THE FIRST AMENDED PLAT OF FINAL PLAT OF SUBDIVISION, NORTH LAKE AT GREYSTONE, PHASE 2, AS RECORDED IN MAP BOOK 23, PAGE 58, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA; BEING SITUATED IN SHELBY COUNTY, ALABAMA.

KNOWN: 539 N LAKE CV

PARCEL: 038270010002000