

## WHEN RECORDED MAIL TO:



WEBB, WAYNE W

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

200533351158300

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

## 100578500X138 MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated December 2, 2005, is made and executed between WAYNE W. WEBB, whose address is 216 OAKMONT RD, HOOVER, AL 35244 and ADRIENNE M. WEBB, whose address is 216 OAKMONT RD, HOOVER, 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 April 20, 2005 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED 05/12/2005 20050512000230230 1/8 AND MODIFIED 12-2-2005 IN SHELBY COUNTY, ALABAMA.

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 216 OAKMONT 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 \$75,000 to \$125,000.

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 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:** 

WAYNE W. WEBB

ADRIENNE M. WEBB

LENDER:

AMSOUTH BANK

Authorized Signer

(Seal)

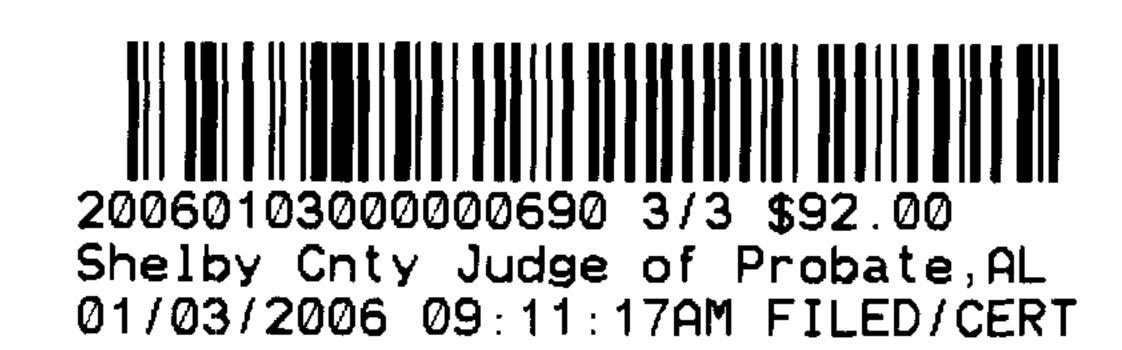
This Modification of Mortgage prepared by:

Name: ANGELA KNIGHT Address: P.O. BOX 830721

City, State, ZIP: BIRMINGHAM, AL 35283

## INDIVIDUAL ACKNOWLEDGMENT STATE OF Cilculation 200601030000000690 2/3 \$92.00 Shelby Cnty Judge of Probate, AL 01/03/2006 09:11:17AM FILED/CERT ) SS I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that WAYNE W. WEBB and ADRIENNE M. WEBB, 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 **Notary Public** My commission expires LENDER ACKNOWLEDGMENT STATE OF Alabama I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that - And a with 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 NOTARY PUBLIC STATE OF ALABAMA AT LARGE MY COMMISSION EXPIRES: Sep 2, 2007 My commission expires DONNED THRU NOTARY PUBLIC UNDERWEITZES

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## SCHEDULE "A"

ALL THAT CERTAIN LAND SITUATED IN SHELBY COUNTY, ALABAMA:

LOT 5, ACCORDING TO THE SURVEY OF MARWOOF SUBDIVISION, FIRST SECTOR, AS RECORDED IN MAP BOOK 9 PAGE 60 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA; BEING SITUATED IN SHELBY COUNTY, ALABAMA.

KNOWN: 216 OAKMONT ROAD

PARCEL: 102090001003005