



20060106000011910 1/3 \$49.00  
Shelby Cnty Judge of Probate, AL  
01/06/2006 02:35:00PM FILED/CERT

WHEN RECORDED MAIL TO:



ROTH, ROBERT E

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

2005312114430

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

070499373696

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated December 7, 2005, is made and executed between ROBERT E. ROTH, whose address is 2111 AARON RD., PELHAM, AL 35124 and ELSIE W. ROTH, whose address is 2111 AARON RD., PELHAM, AL 35124; husband and wife (referred to below as "Grantor") and AmSouth Bank, whose address is 2228 Pelham Parkway, Pelham, AL 35124 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated June 16, 1999 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED 06/30/1999 IN THE OFFICE OF THE JUDGE OF PROBATE, SHELBY COUNTY, INSTRUMENT 1999-27383, AND MODIFIED 05/22/2001 AND RECORDED 06/04/2001 IN THE OFFICE OF THE JUDGE OF PROBATE, SHELBY COUNTY, INSTRUMENT 2001-22442, AND MODIFIED 02/03/2003 AND RECORDED 02/17/2003 IN THE OFFICE OF THE JUDGE OF PROBATE, SHELBY COUNTY, INSTRUMENT 20030217000096490, AND MODIFIED 12/07/2005.

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 2111 AARON RD., PELHAM, AL 35124.

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 \$120,000.00 to \$140,000.00.

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 endorser 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 7, 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 Robert E Roth (Seal)  
ROBERT E. ROTH

X Elsie W Roth (Seal)  
ELSIE W. ROTH

LENDER:

AMSOUTH BANK

X Marcel Lewis (Seal)  
Authorized Signer

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 AL )  
 ) SS  
COUNTY OF Shelby )

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **ROBERT E. ROTH and ELSIE W. ROTH, 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 7<sup>th</sup> day of December, 20 05.

MY COMMISSION EXPIRES SEPTEMBER 30, 2008

Marion M. Lewis  
Notary Public

My commission expires \_\_\_\_\_

LENDER ACKNOWLEDGMENT

STATE OF AL )  
 ) SS  
COUNTY OF Shelby )

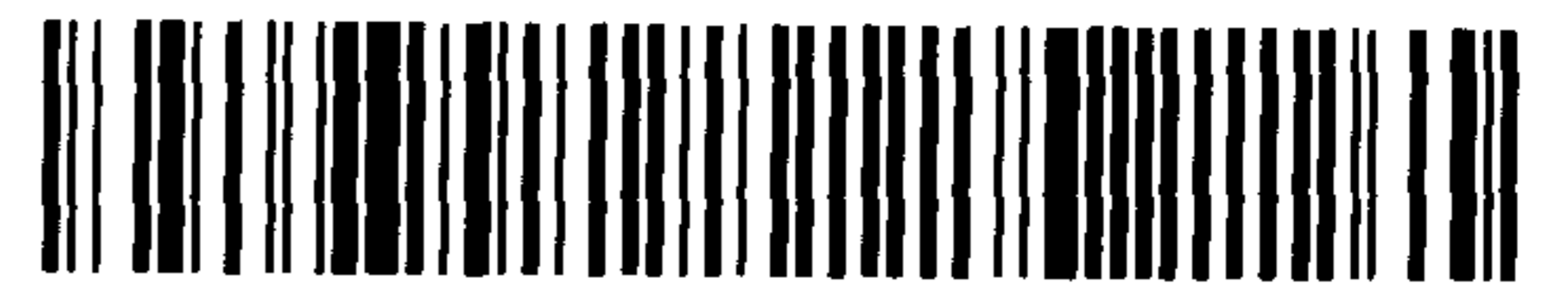
I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Marion M. Lewis a corporation, is signed to the foregoing Modification and who is known to me, acknowledged before me on this day that, being informed of the contents of said Modification of Mortgage, 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 7<sup>th</sup> day of December, 20 05.


MY COMMISSION EXPIRES SEPTEMBER 30, 2008

Marion M. Lewis  
Notary Public

My commission expires \_\_\_\_\_



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## **SCHEDULE "A"**

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

**A PARCEL OF LAND SITUATED IN THE NORTHWEST QUARTER OF SECTION 2,  
TOWNSHIP 20 SOUTH, RANGE 3 WEST, AND BEING MORE PARTICULARLY  
DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHEAST CORNER OF THE  
NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 2,  
TOWNSHIP 28 SOUTH, RANGE 3 WEST, SHELBY COUNTY, ALABAMA; THENCE  
RUN SOUTH ALONG THE EAST LINE OF SAID QUARTER-QUARTER SECTION A  
DISTANCE OF 830.15 FEET TO THE POINT OF BEGINNING; THENCE TURN LEFT  
90 DEG. 00 MIN. AND RUN EAST A DISTANCE OF 25.0 FEET; THENCE TURN  
RIGHT 90 DEG. 00 MIN. AND RUN SOUTH A DISTANCE OF 165.68 FEET; THENCE  
TURN RIGHT 65 DEG. 35 MIN. AND RUN SOUTHWESTERLY A DISTANCE OF 53.20  
FEET TO THE NORTHEASTERLY RIGHT OF WAY LINE OF AARON ROAD;  
THENCE TURN RIGHT 82 DEG. 12 MIN. 57 SEC. AND RUN NORTHWESTERLY  
ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 161.55 FEET TO A POINT OF  
CURVE TO THE RIGHT, HAVING A RADIUS OF 317.24 FEET, AND AN INTERIOR  
ANGLE OF 10 DEG. 50 MIN. 22 SEC.; THENCE CONTINUE NORTHWESTERLY  
ALONG SAID RIGHT OF WAY LINE AN ARC DISTANCE OF 60.02 FEET; THENCE  
TURN RIGHT AND RUN EAST A DISTANCE OF 134.93 FEET TO THE POINT OF  
BEGINNING.**

**KNOWN: 2111 AAROD RD**

**PARCEL: 131021000008011**