

20060117000025450 1/3 \$30.50
Shelby Cnty Judge of Probate, AL
01/17/2006 02:25:34PM FILED/CERT

WHEN RECORDED MAIL TO:



SMITH, RUSS A, AKA S

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

20053560842380

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

070499967794

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated December 23, 2005, is made and executed between **RUSS A. SMITH, A/K/A RUSS ALAN SMITH**, whose address is **923 BURNT PINE DR, MAYLENE, AL 35114**; unmarried (referred to below as "Grantor") and **AmSouth Bank**, whose address is **520 Montgomery Highway, Vestavia Hills, AL 35216** (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated May 6, 2003 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED ON 05-22-2003 IN THE OFFICE OF THE JUDGE OF PROBATE FOR SHELBY COUNTY, ALABAMA IN INSTRUMENT NUMBER 20030522000318140 AND MODIFIED ON 12-23-2005.

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 **923 BURNT PINE DR, MAYLENE, AL 35114.**

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 \$11,000.00 to \$20,000.00.

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 23, 2005.

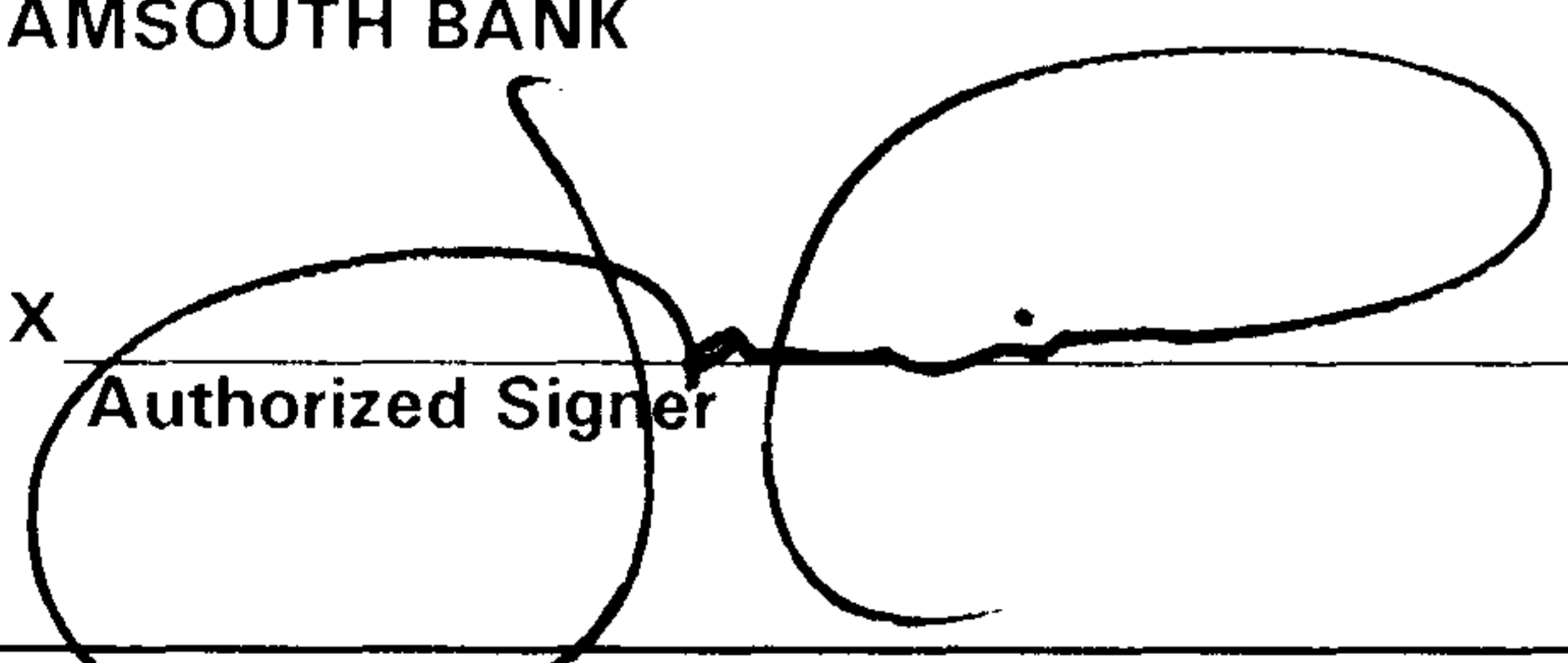
THIS MODIFICATION IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS MODIFICATION IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.

GRANTOR:

X  (Seal)
RUSS A. SMITH

LENDER:

AMSOUTH BANK

X  (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

Name: CHRISTY HARDIN
Address: P.O. BOX 830721
City, State, ZIP: BIRMINGHAM, AL 35283



**MODIFICATION OF MORTGAGE
(Continued)**

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Alabama)
) SS
COUNTY OF Jefferson)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **RUSS A. SMITH, unmarried**, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said Modification, he or she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 23 day of December, 2005
[Signature]
Notary Public

My commission expires 4/19/06


LENDER ACKNOWLEDGMENT

STATE OF Alabama)
) SS
COUNTY OF Jefferson)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that [Signature] 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 23 day of December, 2005
Judith Alicia Porter
Notary Public

My commission expires 4-22-09


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SCHEDULE "A"

ALL THAT CERTAIN LAND SITUATE IN SHELBY COUNTY, STATE OF ALABAMA:

LOT 1, ACCORDING TO THE SURVEY OF ABERNATHY'S ADDITION TO EAGLE WOOD ESTATES, AS RECORDED IN MAP BOOK 11, PAGE 61, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

KNOWN: 923 BURNT PINE DR

PARCEL: 232090001019038