

#### WHEN RECORDED MAIL TO:



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Record and Return To: Integrated Loan Services 600-Ā N John Rodes Blvd. OWEN, DENNEY, AKA OW Melbourne, FL 32934

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# MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated December 29, 2005, is made and executed between DENNEY OWEN, AKA DENNEY W OWEN, whose address is 850 FOWLER LN, SHELBY, AL 35143 and CHERYL OWEN, AKA CHERYL W OWEN, whose address is 850 FOWLER LN, SHELBY, AL 35143; husband and wife (referred to below as "Grantor") and AmSouth Bank, whose address is 1235 First Street North, Alabaster, AL 35007 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated February 7, 2002 (the "Mortgage") which has been recorded in SHELBY County State of Alabama, as follows: County, State of Alabama, as follows:

RECORDED IN SHELBY COUNTY AL RECORDED DATE 03-04-02 INSTR # 2002-10183 MOD 12-29-05.

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 850 FOWLER LN, SHELBY, AL 35143.

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 \$143,800.

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 29, 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

**AMSOUTH BANK** 

LENDER:

(Seal)

CHERYL OWEN

This Modification of Mortgage prepared by:

Name: SHEILA PARKER Address: P.O. BOX 830721

City, State, ZIP: BIRMINGHAM, AL 35283

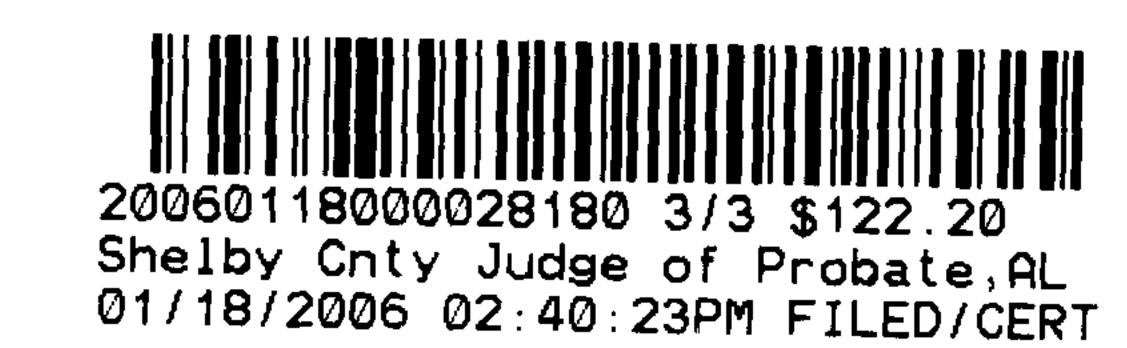
## MODIFICATION OF MORTGAGE (Continued)

Page 2

### INDIVIDUAL ACKNOWLEDGMENT

STATE OF 12bama	
	) SS
COUNTY OF Stelly	)
I, the undersigned authority, a Notary Public in and for said count husband and wife, whose names are signed to the foregoing instruments of said Modification, they executed the said informed of the contents of said Modification, they executed the said informed of the contents of said Modification, they executed the said informed of the contents of said Modification, they executed the said informed of the contents of said Modification, they executed the said informed of the contents of said Modification.	y in said state, hereby certify that <b>DENNEY OWEN and CHERYL OWEN</b> , nent, and who are known to me, acknowledged before me on this day that, he same voluntarily on the day the same bears date.
Given under my hand and official seal this	day of December 2005  Landi Elystett Hetetus  Notary Public
My commission expires JUNE 15, 2009	
LENDER ACKNOWLEDGMENT	
STATE OF ADMIZ	
	' \
COUNTY OF Shelty	) SS )
I, the undersigned authority, a Notary Public in and for said county in	said state, hereby certify that Amount 3416 tion, is signed to the foregoing Modification and who is known to me,
acknowledged before me on this day that, being informed of the confull authority, executed the same voluntarily for and as the act of sai	ntents of said Modification of Mortgage, he or she, as such officer and with
Given under my hand and official seal this	day of
	1.1.01.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.
	Notary Public
My commission expires WHE 15, 2009	

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### SCHEDULE A

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

LOT 40, ACCORDING TO THE SURVEY OF MAP OF 1974 ADDITION TO SHELBY SHORES, PHASE 2, RECORDED IN MAP BOOK 6 PAGE 33, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

KNOWN: 850 FOWLER LANE

PARCEL: 314180001014000