20060125000039960 1/3 \$62.00 Shelby Cnty Judge of Probate, AL 01/25/2006 09:13:37AM FILED/CERT

#### WHEN RECORDED MAIL TO:



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

2005/99/559430

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

### MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated July 21, 2005, is made and executed between DEBORAH S. SCOTT, whose address is 120 WIXFORD WAY, ALABASTER, AL 35007; unmarried (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 August 5, 2002 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED 08-15-2002 INSTRUMENT NUMBER 20020815000386730 AND MODIFIED 07-21-2005.

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 120 WIXFORD WAY, ALABASTER, AL 35007.

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 \$70,000 to \$100,000.

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 JULY 21, 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:** 

LENDER:

AMSOWTH BANK

XVVVV

Authorized Signer

This Modification of Mortgage prepared by:

 $\mathcal{O}\mathcal{W}$ 

Name: LAURAL MESSNER Address: P.O. BOX 830721

(Seal)

City, State, ZIP: BIRMINGHAM, AL 35283

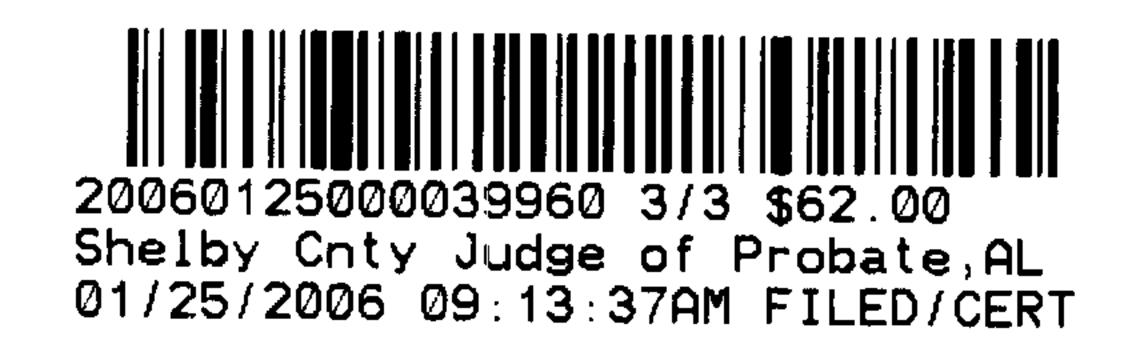
# MODIFICATION OF MORTGAGE (Continued)

Page 2

## INDIVIDUAL ACKNOWLEDGMENT

STATE OF alabama	<b>}</b>
	) SS
country of Shelky	
name is signed to the foregoing instrument, and who is known to me of said Modification, he or she executed the same voluntarily on the	in said state, hereby certify that <b>DEBORAH S. SCOTT, unmarried</b> , whose e, acknowledged before me on this day that, being informed of the contents day the same bears date.  day of
My commission expires $H-1-08$	
LENDER ACK	NOWLEDGMENT
STATE OF Habana	
1	) SS
COUNTY OF at large	
	)
I, the undersigned authority, a Notary Public in and for said county in a corporat	· · · · · · · · · · · · · · · · · · ·
a corporat	tion, is signed to the foregoing Modification and who is known to me, need to the foregoing Modification of Mortgage, he or she, as such officer and with
a corporate acknowledged before me on this day that, being informed of the confull authority, executed the same voluntarily for and as the act of said	tion, is signed to the foregoing Modification and who is known to me, need to the foregoing Modification and who is known to me, at the said Modification of Mortgage, he or she, as such officer and with

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## SCHEDULE "A"

LOT 366, ACCORDING TO THE MAP OF WEATHERLY WIXFORD MOOR, SECTION 24, RECORDED IN MAP BOOK 20, PAGE 144 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

KNOWN: 120 WIXFORD WAY

PARCEL: 149313002050000