

## WHEN RECORDED MAIL TO:



BOOTH, RANDY E

Record and Return To: Fisery Lending Solutions 600-A N John Rodes Blvd. Melbourne, FL 32934

132000/700 86
2005343/503/0

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## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated January 10, 2006, is made and executed between RANDY E BOOTH, whose address is 3720 HWY 22, MONTEVALLO, AL 35115 and FRANCES A BOOTH, whose address is 3720 HWY 22, MONTEVALLO, AL 35115; husband and wife (referred to below as "Grantor") and AmSouth Bank, whose address is P.O. Box 830721, Birmingham, AL 35283 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated November 9, 2005 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED ON 12-2-2005 IN SHELBY COUNTY, ALABAMA INSTRUMENT#20051202000626330 AT PAGE 1/8.

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 3720 HWY 22, MONTEVALLO, AL 35115.

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 \$26,100.00 to \$50,000.00.

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 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 JANUARY 10, 2006.

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:

AMSOUTH BANK

Authorized Signer

(Seal)

(Seal)

This Modification of Mortgage prepared by:

Name: RENITA THOMAS Address: P.O. BOX 830721

City, State, ZIP: BIRMINGHAM, AL 35283

## INDIVIDUAL ACKNOWLEDGMENT STATE OF 20060201000052000 2/3 \$52.85 ) SS Shelby Cnty Judge of Probate, AL 02/01/2006 11:42:16AM FILED/CERT I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that RANDY E BOOTH and FRANCES A BOOTH, 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. ) am uarin Given under my hand and official seal this day of LUCY ALEXANDER **Notary Public** My Commission Expires Mar. 5, 2006 No. CC 669483 My commission expires LENDER ACKNOWLEDGMENT COUNTY OF LSCampia I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that a corporation, is signed to the foregoing Modification and who if 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 day of LUCY ALEXANDER Notary Public My Commission Expires Mar. 5, 2006 My commission expires -No. CC 669483

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## SCHEDULE "A"

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

SURFACE RIGHTS ONLY IN AND TO THE PROPERTY MORE PARTICULARLY DESCRIBED AS BEGINNING AT A POINT OF 601.9 FEET NORTH AND 657.9 FEET WEST OF THE CENTER OF SECTION 5, TOWNSHIP 22 SOUTH, RANGE 3 WEST, IN SHELBY COUNTY, ALABAMA; THENCE RUN SOUTH 56 DEGREES 10 MINUTES WEST 160 FEET; THENCE NORTH 33 DEGREES 50 MINUTES WEST 88 FEET; THENCE NORTH 56 DEGREES 10 MINUTES EAST 160 FEET; THENCE SOUTH 33 DEGREES 50 MINUTES EAST 88 FEET TO THE POINT OF BEGINNING. SITUATED IN SHELBY COUNTY, ALABAMA.

THIS CONVEYANCE IS SUBJECT TO ALL EASEMENTS, RIGHT-OF-WAYS AND RESTRICTIONS OF RECORD, IF ANY, AFFECTING SAID PROPERTY.

KNOWN: 3720 HIGHWAY 22

PARCEL: 273050002038000