



20060227000093270 1/3 \$77.00  
Shelby Cnty Judge of Probate, AL  
02/27/2006 03:30:36PM FILED/CERT

**WHEN RECORDED MAIL TO:**



BEGUE, JASON

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

*20071100003581*

*20042161005420*

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

*10230/1000*

**MODIFICATION OF MORTGAGE**

**THIS MODIFICATION OF MORTGAGE** dated August 4, 2004, is made and executed between **JASON BEGUE**, whose address is 1057 GREYSTONE COVE DR, BIRMINGHAM, AL 35242 and **PAMELA A. BEGUE**, whose address is 1057 GREYSTONE COVE DR, BIRMINGHAM, AL 35242; husband and wife (referred to below as "Grantor") and AmSouth Bank, whose address is 1900 5th Avenue North, Birmingham, AL 35203 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated August 4, 2003 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

**RECORDED DECEMBER 12, 2003, SHELBY COUNTY, INSTRUMENT NO. 20031222000822320, AND MODIFIED AUGUST 4, 2004.**

**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 1057 GREYSTONE COVE DR, BIRMINGHAM, AL 35242.

**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 \$88,133 to \$128,133.**

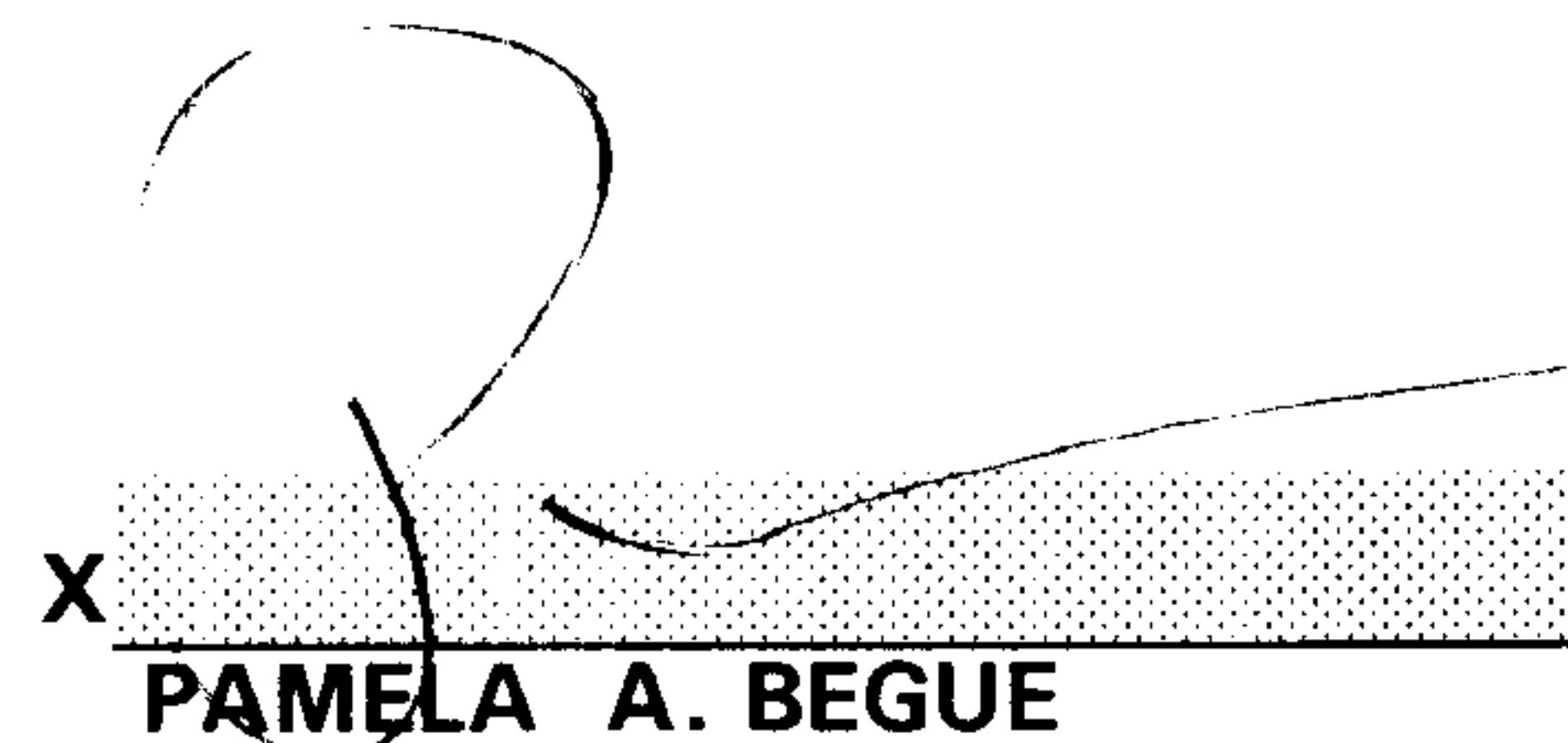
**CONTINUING VALIDITY.** Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's 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 AUGUST 4, 2004.**


**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)  
JASON BEGUE

X  (Seal)  
PAMELA A. BEGUE

**LENDER:**

X  (Seal)  
Authorized Signer

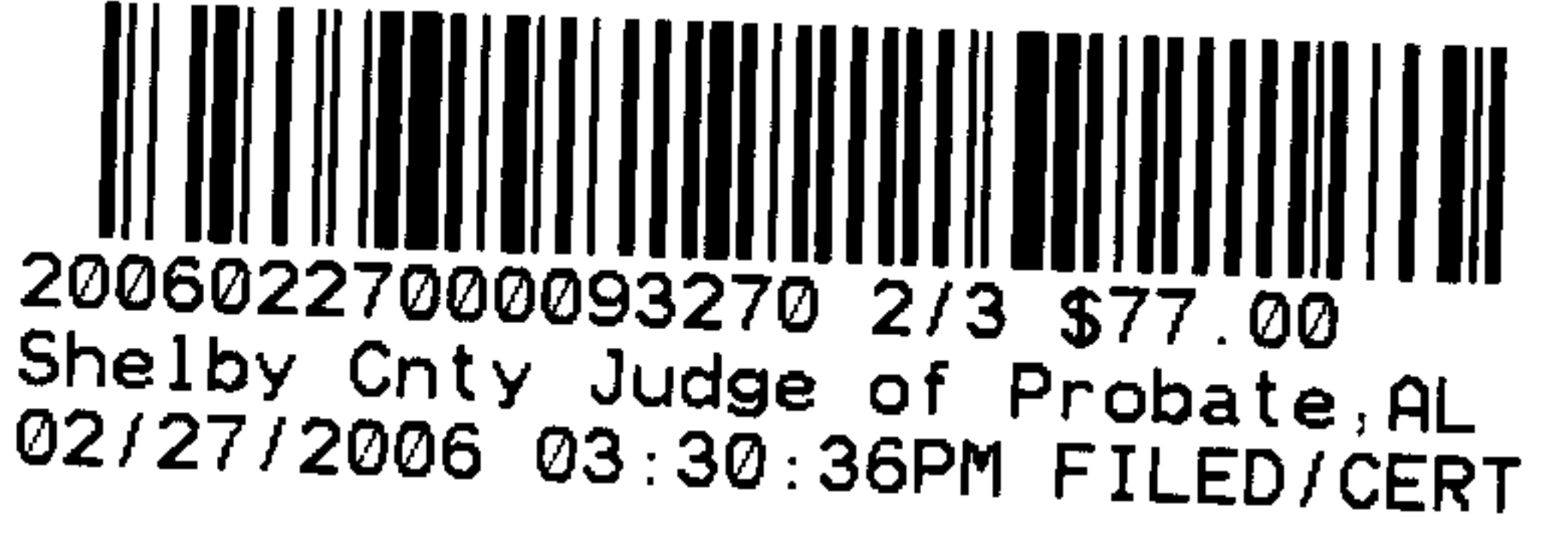
**This Modification of Mortgage prepared by:**

Name: EARNEST WILKS  
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 **JASON BEGUE and PAMELA A. BEGUE, 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 4 day of August, 2004.

[Signature]  
Notary Public

My commission expires MY COMMISSION EXPIRES AUGUST 4, 2006

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 FRANK PETEYSWIK 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 4 day of August, 2004.

[Signature]  
Notary Public

My commission expires MY COMMISSION EXPIRES AUGUST 4, 2006

  
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## **SCHEDULE "A"**

**THE FOLLOWING DESCRIBED REAL ESTATE, LYING AND BEING IN THE COUNTY OF SHELBY, STATE OF ALABAMA, TO WIT:**

**LOT 22, ACCORDING TO THE AMENDED MAP OF THE COVE AT GREYSTONE, PHASE I, AS RECORDED IN MAP BOOK 26, PAGE 39 A & B, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA. MINERAL AND MINING RIGHTS EXCEPTED.**

**KNOWN: 1057 GREYSTONE COVE DR**