20060412000170820 1/3 $55.55
Shelby Cnty Judge of Probate,AL
04/12/2006 01:23:11PM FILED/CERT

**WHEN RECORDED MAIL TO:**

MCELROY, TERRY O

Record and Return To:
United General Title Ins
Fiserv-600A N.JohnRodes Blvd
Melbourne, FL 32934

**SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY**

20060761005400
0704099914226

# MODIFICATION OF MORTGAGE

**THIS MODIFICATION OF MORTGAGE dated March 23, 2006, is made and executed between TERRY O MCELROY, whose address is 229 TOCOA CIR, HELENA, AL 350807131; unmarried (referred to below as "Grantor") and AmSouth Bank, whose address is 601 Lakeshore Parkway, Birmingham, AL 35209 (referred to below as "Lender").**

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated January 17, 2003 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

**02/03/2003 BY INSTRUMENT NUMBER 20030203000064340 PG 1/6 SHELBY COUNTY.**

**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 229 TOCOA CIR, HELENA, AL 350800000.

**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 $$20300.00 to $$46,000.00.**

**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 MARCH 23, 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:**

X Terry O. McElroy (Seal)
TERRY O MCELROY

**LENDER:**

**AMSOUTH BANK**

X Deanna L Mims (Seal)
Authorized Signer

**This Modification of Mortgage prepared by:**

**Name: Kyeshia Skinner**
**Address: P.O. BOX 830721**
**City, State, ZIP: BIRMINGHAM, AL 35283**

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Shelby Cnty Judge of Probate, AL
04/12/2006 01:23:11PM FILED/CERT



## 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 **TERRY O MCELROY, 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 (LH) **day of** March, 20 06.

MY COMMISSION EXPIRES MARCH 29, 2009

Lauren G. Hailes
**Notary Public**

**My commission expires** _____

## 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 AmSouth Bank. 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 (LH) **day of** March, 20 06.

MY COMMISSION EXPIRES MARCH 29, 2009

Lauren G. Hailes
**Notary Public**

**My commission expires** _____

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Shelby Cnty Judge of Probate,AL
04/12/2006 01:23:11PM FILED/CERT

# SCHEDULE "A"

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

LOT 307, ACCORDING TO THE SURVEY OF TOCOA PARC SUBDIVISION PHASE 3, AS RECORDED IN MAP BOOK 25, PAGE 124, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA; BEING SITUATED IN SHELBY COUNTY, ALABAMA.

KNOWN: 229 TOCOA CIRCLE

PARCEL: 13-5-21-2-000-001.067