

20060418000180080 1/4 \$33.90  
Shelby Cnty Judge of Probate, AL  
04/18/2006 12:19:10PM FILED/CERT

WHEN RECORDED MAIL TO:



Record and Return To:  
United General Title Ins  
Fiserv-600A N. John Rodes Blvd  
Melbourne, FL 32934  
DESTAFINO, TODD H

20060201S35460  
13000005135

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated March 27, 2006, is made and executed between TODD H DESTAFINO, whose address is 396 337 HWY, CHELSEA, AL 350436923 and AUDERIA DESTAFINO A/K/A AUDERIA W DESTAFINO, whose address is 396 337 HWY, CHELSEA, AL 350436923; husband and wife (referred to below as "Grantor") and AmSouth Bank, whose address is 102 Inverness Plaza, Birmingham, AL 35243 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated May 15, 2002 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED ON 05-24-2002 IN THE OFFICE OF THE JUDGE OF PROBATE FOR SHELBY COUNTY, ALABAMA INST # 20020524000247260.

**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 396 HIGHWAY 337, CHELSEA, AL 350430000.

**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 \$28,000 to \$36,600.

**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 27, 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:

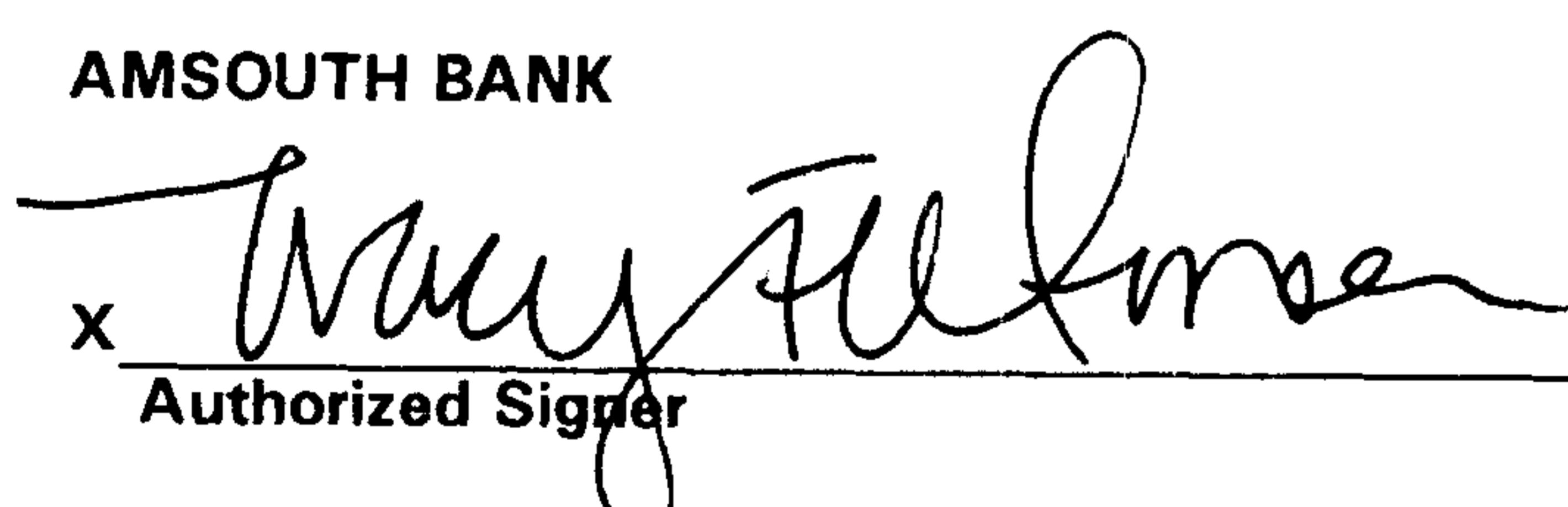
  
X   
TODD H DESTAFINO

(Seal)

  
X   
AUDERIA DESTAFINO

(Seal)

LENDER:

AMSOUTH BANK  
  
X   
Authorized Signer

(Seal)

This Modification of Mortgage prepared by:

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

**MODIFICATION OF MORTGAGE  
(Continued)**

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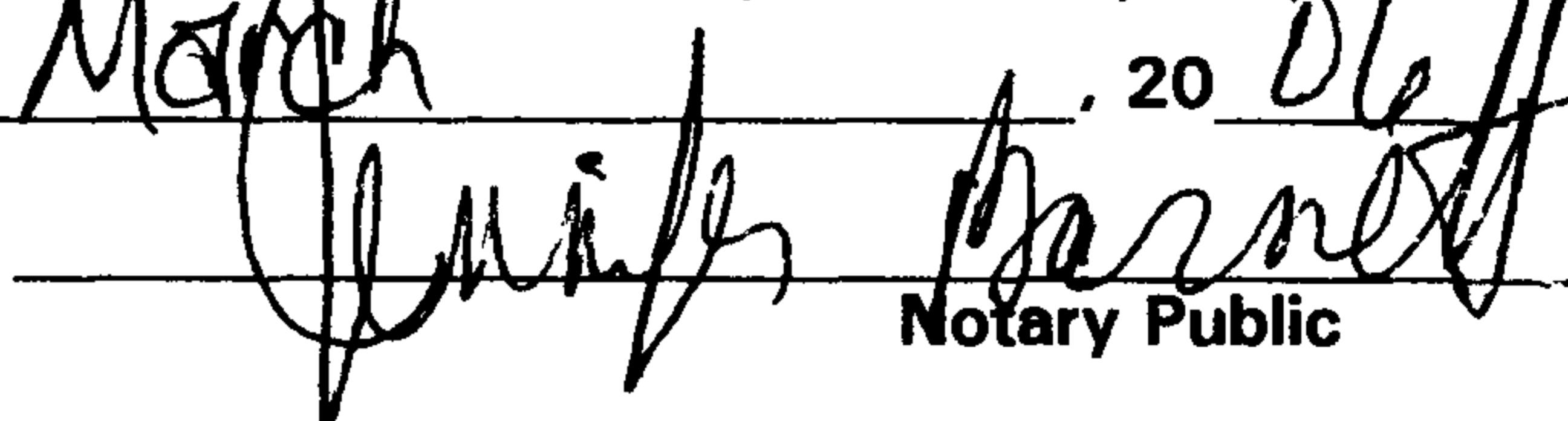
**INDIVIDUAL ACKNOWLEDGMENT**

STATE OF Alabama  
COUNTY OF Shelby

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I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **TODD H DESTAFINO and AUDERIA DESTAFINO, 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 27th day of March, 2006  
  
Notary Public

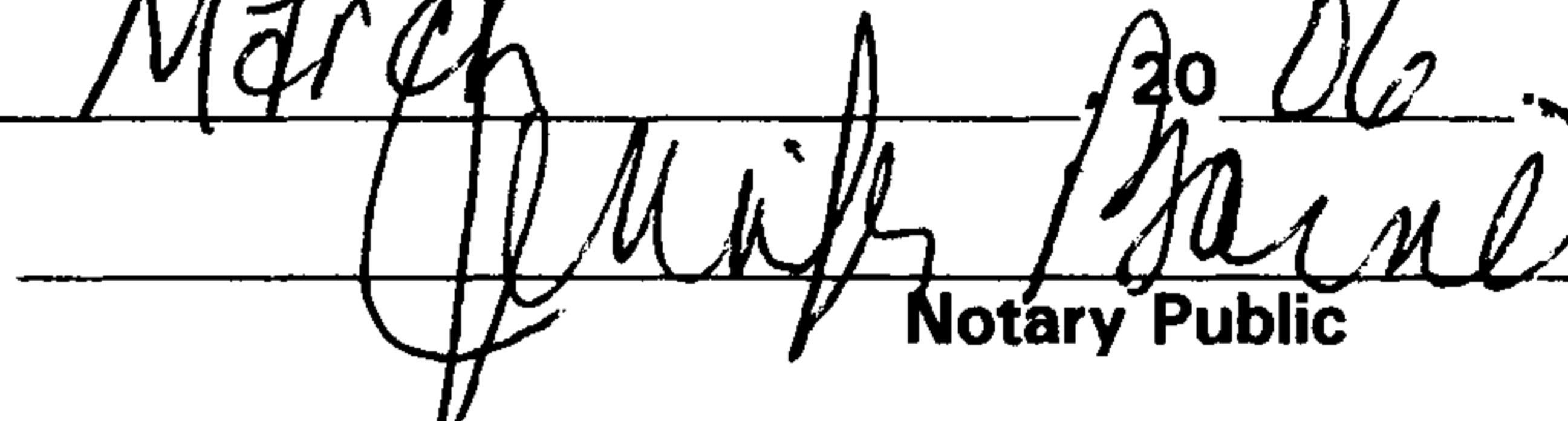
My commission expires \_\_\_\_\_

**LENDER ACKNOWLEDGMENT**

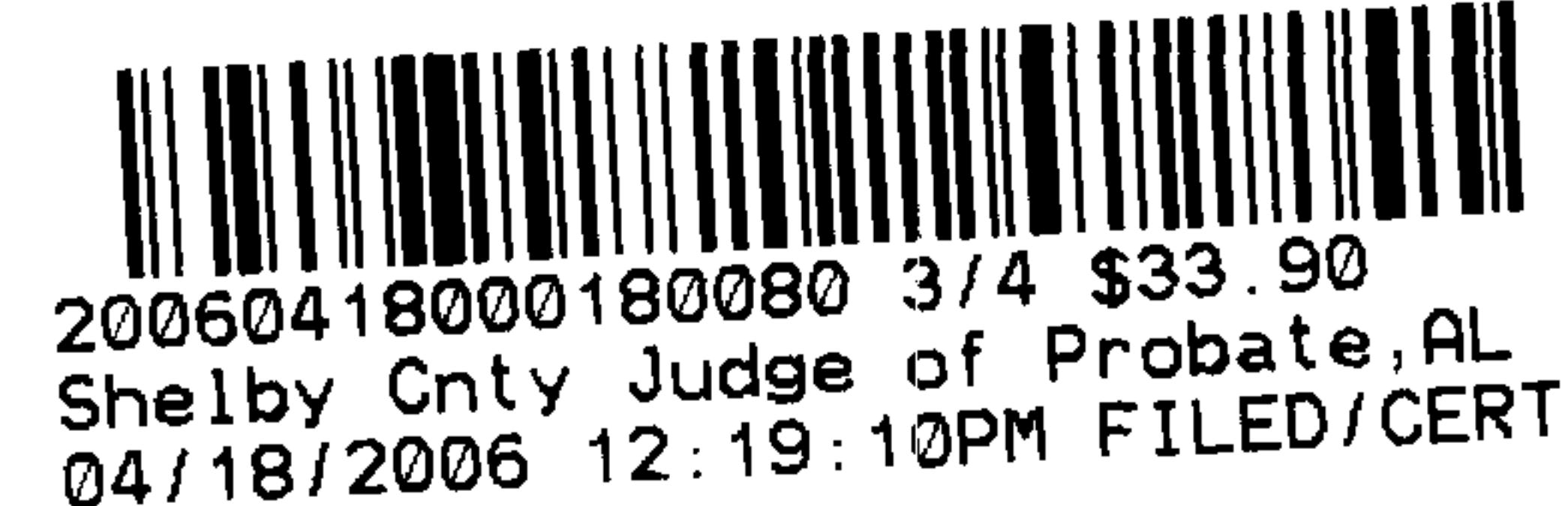
STATE OF Alabama  
COUNTY OF Shelby

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) SS  
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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 27th day of March, 2006  
  
Notary Public

My commission expires \_\_\_\_\_



## SCHEDULE "A"

### PARCEL ONE:

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 19 SOUTH, RANGE 1 WEST, SHELBY COUNTY, ALABAMA; THENCE RUN WESTERLY ALONG THE SOUTH LINE OF SAID QUARTER QUARTER 58.41 FEET TO THE POINT OF BEGINNING OF THE PARCEL BEING DESCRIBED, THENCE CONTINUE ALONG LAST DESCRIBED COURSE A DISTANCE OF 171.10 FEET TO A POINT; THENCE TURN AN ANGLE OF 50 DEGREES 43 MINUTES 41 SECONDS TO THE RIGHT AND RUN NORTHWESTERLY 40.31 FEET TO A POINT; THENCE TURN AN ANGLE OF 58 DEGREES 56 MINUTES 07SECONDS TO THE RIGHT AND RUN NORTHEASTERLY 80.79 FEET TO A POINT; THENCE TURN AN ANGLE OF 104 DEGREES 19 MINUTES 50 SECONDS TO THE RIGHT AND RUN SOUTHEASTERLY 156.11 FEET TO A POINT; THENCE TURN AN ANGLE OF 33 DEGREES 59 MINUTES 38 SECONDS TO THE LEFT AND RUN EASTERLY 35.96 FEET TO A POINT IN A CURVE ON THE WEST RIGHT OF WAY LINE OF GRIMES ROAD; THENCE TURN AN ANGLE OF 80 DEGREES 05 MINUTES 51 SECONDS RIGHT TO TANGENT AND RUN SOUTHERLY ALONG A HIGHWAY CURVE TO THE LEFT (HAVING A CENTRAL ANGLE OF 3 DEGREES 09 MINUTES 26 SECONDS AND A RADIUS OF 370.34 FEET) AN ARC DISTANCE OF 20.41 FEET TO THE POINT OF BEGINNING.

### PARCEL TWO:

COMMENCE AT THE NORTHEAST CORNER OF THE SW  $\frac{1}{4}$  OF THE SW  $\frac{1}{4}$  OF SECTION 34, TOWNSHIP 19 SOUTH, RANGE 1 WEST; THENCE RUN WESTERLY ALONG THE SOUTH LINE OF SAID  $\frac{1}{4}$  -  $\frac{1}{4}$  A DISTANCE OF 58.41 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF GRIMES ROAD; THENCE TURN AN ANGLE OF 76 DEGREES 59 MINUTES 25 SECONDS RIGHT TO TANGENT AND RUN NORTHERLY ALONG THE WEST RIGHT OF WAY LINE OF SAID GRIMES ROAD ALONG A HIGHWAY CURVE TO THE RIGHT (HAVING A CENTRAL ANGLE OF 3 DEGREES 09 MINUTES 26 SECONDS AND A RADIUS OF 370.34 FEET) AN ARC DISTANCE OF 20.41 FEET TO THE POINT OF BEGINNING OF PARCEL TWO: THENCE TURN AN ANGLE OF 80 DEGREES 05 MINUTES 51 SECONDS LEFT FROM TANGENT AND RUN WESTERLY A DISTANCE OF 35.96 FEET TO A POINT; THENCE TURN AN ANGLE OF 33 DEGREES 59 MINUTES 38 SECONDS RIGHT AND RUN NORTHWESTERLY 156.11 FEET TO A POINT; THENCE TURN AN ANGLE OF 133 DEGREES 34 MINUTES 04 SECONDS TO THE RIGHT AND RUN EASTERLY A DISTANCE OF 165.18 FEET TO A POINT ON THE WEST RIGHT OF



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WAY LINE OF GRIMES ROAD; THENCE TURN AN ANGLE OF 111 DEGREES 49 MINUTES 50 SECONDS RIGHT TO TANGENT AND RUN SOUTHERLY ALONG A HIGHWAY CURVE TO THE LEFT (HAVING A CENTRAL ANGLE OF 13 DEGREES 32 MINUTES 54 SECONDS AND A RADIUS OF 239.37 FEET) AN ARC DISTANCE OF 56.60 FEET TO THE P.T.; THENCE CONTINUE ALONG SAID TANGENT A DISTANCE OF 30.0 FEET TO THE P.C. OF A HIGHWAY CURVE TO THE LEFT (HAVING A CENTRAL ANGLE OF 5 DEGREES 41 MINUTES 46 SECONDS AND A RADIUS OF 370.34 FEET) AN ARC DISTANCE OF 36.82 FEET TO THE POINT OF BEGINNING.

KNOWN: **396 HIGHWAY 337**

PARCEL: **098340001048000**