20060612000278180 1/3 \$24.50 Shelby Cnty Judge of Probate, AL 06/12/2006 03:15:55PM FILED/CERT

#### WHEN RECORDED MAIL TO:



Record and Return To: Fiserv Lending Solutions 600A N. John Rhodes Blvd Melbourne, FL 32934 KRISTOFCO, ROBERT E

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

20060951911150 071100118777

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated May 24, 2006, is made and executed between ROBERT E KRISTOFCO, whose address is 5344 WOODFORD DR, BIRMINGHAM, AL 352424138 and DEBORAH K. KRISTOFCO, whose address is 5344 WOODFORD DR, BIRMINGHAM, AL 352424138; husband and wife (referred to below as "Grantor") and AmSouth Bank, whose address is 539 Richard Arrington Jr. Blvd South, Birmingham, AL 35233 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated May 13, 2004 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED ON 06/11/2004 INST#20040611000317680 PGS 1-8 SHELBY COUNTY MODIFIED ON 05/17/2006

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 5344 WOODFORD DR, BIRMINGHAM, AL 352420000.

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 \$35,000 to \$40,000.

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 MAY 24, 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?

ROBERT E KRISTOFCO

.

LENDER:

**AMSOUTH BANK** 

Authorized Signer

(Seal)

This Modification of Mortgage prepared by:

Name: Brenda Rollins Address: P.O. BOX 830721

City, State, ZIP: BIRMINGHAM, AL 35283

Mitzi Cochrain

# MODIFICATION OF MORTGAGE (Continued)

Page 2

### INDIVIDUAL ACKNOWLEDGMENT

MY COMMISSION EXPIRES: July 28, 2008

BONDED THRU NOTARY PUBLIC UNDERWRITERS

full authority, executed the same voluntarily for and as the act of said corporation...

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that

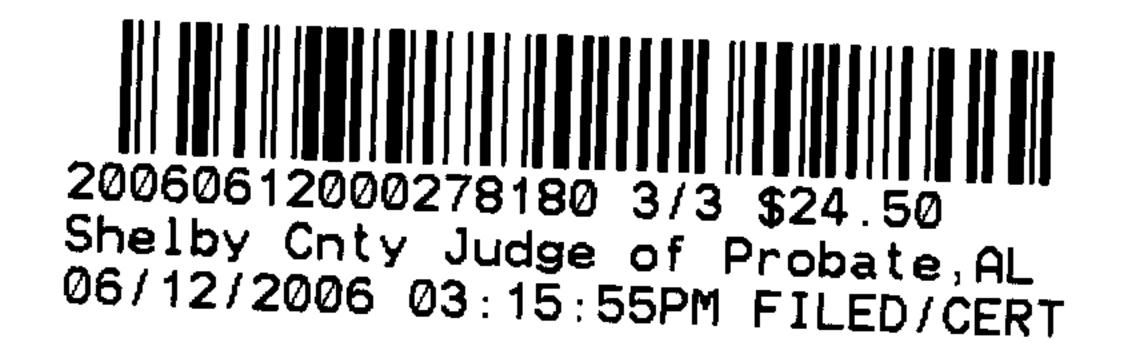
LASER PRO Lending, Ver. 5.27.00.005 Copr. Harland Financial Solutions, Inc. 1997, 2006. All Rights Reserved. - AL D:\SYSAPPS\LASERPRO\CFI\LPL\G201.FC TR-251201 PR-122

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

day of

a corporation, is signed to the foregoing Modification and who is known to me,

**Notary Public** 



G1505366

## SCHEDULE A

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

LOT 57, BLOCK 2, ACCORDING TO THE SURVEY OF WOODFORD, AS RECORDED IN MAP BOOK 8 PAGE 51, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

KNOWN: 5344 WOODFORD DR

PARCEL: 10-1-11-0-005-027-000