20060801000368610 1/3 $55.00
Shelby Cnty Judge of Probate,AL
08/01/2006 10:04:30AM FILED/CERT

**WHEN RECORDED MAIL TO:**

SCHERER, DUSTY L

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

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

0711000026632
20061702008420

# MODIFICATION OF MORTGAGE

**THIS MODIFICATION OF MORTGAGE dated July 10, 2006, is made and executed between DUSTY L SCHERER , whose address is 2041 SHAGBARK RD, HOOVER, AL 352441632 and JENNIFER SCHERER , whose address is 2041 SHAGBARK RD, HOOVER, AL 352441632; husband and wife (referred to below as "Grantor") and AmSouth Bank, whose address is 1849 Highway 31 South, Birmingham, AL 35244 (referred to below as "Lender").**

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated September 19, 2003 (the "Mortgage") which has been recorded in JEFFERSON County, State of Alabama, as follows:

**RECORDED ON 10/20/2003 INST#20031020000698400 PGS 1-7 SHELBY COUNTY**
**MODIFIED ON 05/13/2004 INSTR#20040513000253970 PGS 1-3**
**MODIFIED 06/13/2005 INSTR#20050613000288380 PGS 1-3**
**MODIFIED ON 07/10/2006.**

**REAL PROPERTY DESCRIPTION.** The Mortgage covers the following described real property located in JEFFERSON 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 2041 SHAGBARK RD, HOOVER, AL 352440000.

**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 $60,000 to $84,000.**

**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 JULY 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:**

X Dusty L Scherer (Seal)
DUSTY L SCHERER

X Jennifer Scherer (Seal)
JENNIFER SCHERER

**LENDER:**

**AMSOUTH BANK**

X April J Oakes (Seal)
Authorized Signer

**This Modification of Mortgage prepared by:**

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

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# MODIFICATION OF MORTGAGE
(Continued)



## INDIVIDUAL ACKNOWLEDGMENT

STATE OF Alabama )
) SS
COUNTY OF Shelby )

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **DUSTY L SCHERER and JENNIFER SCHERER, 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** 10th **day of** July, 20 06.

April J. Oakes
Notary Public

My commission expires NOTARY PUBLIC STATE OF ALABAMA AT LARGE MY COMMISSION EXPIRES: Nov. 10, 2009 BONDED THRU NOTARY PUBLIC UNDERWRITERS

## LENDER ACKNOWLEDGMENT

STATE OF Alabama )
) SS
COUNTY OF Shelby )

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** 10 **day of** July, 20 06.

Louis C. [illegible]
Notary Public

My commission expires NOTARY PUBLIC STATE OF ALABAMA AT LARGE MY COMMISSION EXPIRES: Dec. 22, 2009 BONDED THRU NOTARY PUBLIC UNDERWRITERS

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Shelby Cnty Judge of Probate,AL
08/01/2006 10:04:30AM FILED/CERT

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# SCHEDULE A

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

LOT 822, ACCORDING TO THE SURVEY OF RIVERCHASE COUNTRY CLUB 15TH ADDITION, AS RECORDED IN MAP BOOK 8 PAGE 168, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

KNOWN: 2041 SHAGBARK RD

PARCEL: 11-7-25-0-001-001-155