20061117000563980 1/3 \$32.00 20061117000563980 1/3 \$32.00 Shelby Cnty Judge of Probate, AL 11/17/2006 10:57:11AM FILED/CERT

WHEN RECORDED MAIL TO:



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

206626847260

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated October 5, 2006, is made and executed between LINDA A KLOEWER, whose address is 7037 INVERNESS GREEN LN, BIRMINGHAM, AL 352420000 and DUANE L KLOEWER, whose address is 7037 INVERNESS GREEN LN, BIRMINGHAM, AL 352420000; wife and husband (referred to below as "Grantor") and AmSouth Bank, whose address is 200 Corporate Ridge North, Birmingham, AL 35242 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated January 10, 2006 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED ON 02-01-2006 IN THE OFFICE OF THE JUDGE OF PROBATE FOR SHELBY COUNTY, AL IN INSTRUMENT 20060201000051960.

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 7037 INVERNESS GREEN LANE, 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 \$50,000.00 to \$60,000.00.

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 OCTOBER 5, 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:

DUANE L KLOEWER

LENDER:

AMSOUTH BANK

Authorized Signer

(Seal)

This Modification of Mortgage prepared by:

Name: Jamie Ortino

Address: P.O. BOX 830721

City, State, ZIP: BIRMINGHAM, AL 35283

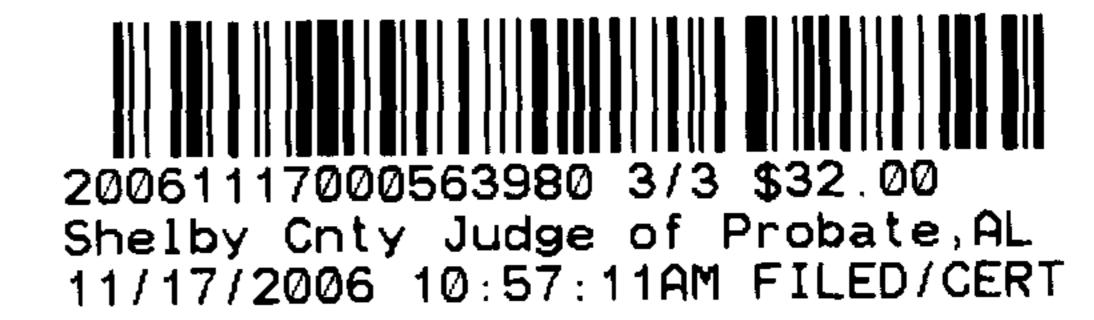
MODIFICATION OF MORTGAGE (Continued)

Page 2

INDIVIDUAL ACKNOWLEDGMENT

A:		
STATE OF Alabama		
) SS	
county of Shelby		
I, the undersigned authority, a Notary Public in an KLOEWER, wife and husband, whose names are sthis day that, being informed of the contents of said	signed to the foregoing instrument, and wh	no are known to me, acknowledged before me on
Given under my hand and official seal this	5 day of <u>Cabio</u>	. 2000.
		Motary Public
MY COMMISSION EXI	PIRES OCTOBER 14, 2009	
My commission expires		₽
	SIDED ACVAIOMA EDGAAERIT	
	ENDER ACKNOWLEDGMENT	
STATE OF		
) SS	
COUNTY OF Shells		
I, the undersigned authority, a Notary Public in and fe		that Mechantstandown is known to me,
acknowledged before me on this day that, being info full authority, executed the same voluntarily for and	ormed of the contents of said Modification	
Given under my hand and official seal this	5 day of Ochio	20 <u>0</u>
		14/1/
RAV CORREGIONI EVE	DEC OCTODED 14 2000	Notory Public
My commission expires	PIRES OCTOBER 14, 2009	
1117 COLLINGUIC CAPILOO		

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G2835400

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SCHEDULE A

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

LOT 17, ACCORDING TO THE SURVEY OF INVERNESS GREEN, AS RECORDED IN MAP BOOK 21 PAGE 6, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

KNOWN: 7037 INVERNESS GREEN LN

PARCEL: 10-1-01-0-005-017