



20081030000421630 1/3 \$49.00
Shelby Cnty Judge of Probate, AL
10/30/2008 11:06:01AM FILED/CERT

2 0 0 5 6 2 / 2 7 8 0

WHEN RECORDED MAIL TO: *mail*



Record and Return To:
Integrated Loan Services
600-A N John Rodes Blvd.
BURROW, PHILLIP M. A Melbourne, FL 32934

7-18

9.50
30.00
39.50

20051321256150
070103600286

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE

*** Re-Record in Correct County *** *41.50*
\$20,000.00

THIS MODIFICATION OF MORTGAGE dated May 19, 2005, is made and executed between PHILLIP M BURROW, AKA PHILLIP BURROW, whose address is 5149 S SHADES CREST RD , BESSEMER, AL 35022 and CYNTHIA A BURROW, AKA CYNTHIA BURROW, whose address is 5149 S SHADES CREST RD , BESSEMER, AL 35022; husband and wife (referred to below as "Grantor") and AmSouth Bank, whose address is 2531 John Hawkins Parkway, Birmingham, AL 35244 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated February 7, 2003 (the "Mortgage") which has been recorded in ~~JEFFERSON~~ *SHELBY* County, State of Alabama, as follows:

RECORDED IN ~~JEFFERSON~~ *SHELBY* COUNTY AL RECORDED DATE ~~02-20-03~~ *10/9/2008* INSTRUMENT #~~20081009000400160~~ *20081009000400160* MOD ~~05-19-05~~ *05-19-05*

REAL PROPERTY DESCRIPTION. The Mortgage covers the following described real property located in ~~JEFFERSON~~ *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 5149 S SHADES CREST RD , BESSEMER, AL 35022.

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 \$80,000 to \$100,000.

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 endorser 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 19, 2005.

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 *Phillip M Burrow* (Seal)
PHILLIP M BURROW

X *Cynthia A Burrow* (Seal)
CYNTHIA A BURROW

LENDER:

AMSOUTH BANK

X *Kevin Tarkenton* (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

Name: SHEILA PARKER
Address: P.O. BOX 830721
City, State, ZIP: BIRMINGHAM, AL 35283



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MODIFICATION OF MORTGAGE
(Continued)

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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 **PHILLIP M BURROW and CYNTHIA A BURROW, 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 19th day of May, 2005.
Terrence B. Stamps
Notary Public

My commission expires 05-12-2009

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
N. Kevin Tavakoli 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 19th day of May, 2005.
Terrence B. Stamps
Notary Public

My commission expires 05-12-2009

SCHEDULE "A"

LOT D: STARTING AT THE NW CORNER OF THE NE $\frac{1}{4}$ OF THE SE $\frac{1}{4}$ OF SECTION 28, TOWNSHIP 20, RANGE 4 WEST; THENCE 0 DEGREES 0 MINUTES SOUTH 30 FEET TO AN IRON STAKE; THENCE EAST PARALLELING THE QUARTER SECTION LINE 451 FEET TO AN IRON STAKE, THE SW CORNER OF THE LOT; THENCE NORTH 83 DEGREES 11 MINUTES EAST 256.8 FEET TO AN IRON STAKE, THE SE CORNER OF THE LOT; THENCE NORTH 36 DEGREES 09 MINUTES WEST 1055 FEET TO AN IRON STAKE, NE CORNER OF THE LOT THENCE WEST 256 FEET TO THE POINT OF BEGINNING.

LOT E: STARTING AT THE NE CORNER OF THE NE $\frac{1}{4}$ OF THE SE $\frac{1}{4}$ OF SECTION 28, TOWNSHIP 20, RANGE 4, WEST; THENCE SOUTH 30 FEET ALONG THE SECTION LINE FOR THE POINT OF BEGINNING; THENCE SOUTH 1 DEGREES 05 MINUTES EAST 850 FEET TO AN IRON STAKE ON THE SECTION LINE THE SE CORNER OF THE LOT; THENCE NORTH 36 DEGREES 09 MINUTES WEST 1055 FEET TO AN IRON STAKE, THE NW CORNER; THENCE EAST 0 DEGREES 0 MINUTES 624 FEET TO THE POINT OF BEGINNING.

KNOWN: 5149 SHADES CREST RD S

PARCEL: 1282800000/000

State of Alabama - Jefferson County
I certify this instrument filed on:
2005 JUL 18 12:56:25:45PM
Recorded and \$ 30.00 Mtg. Tax
and \$ 9.50 Deed Tax and Fee Amt.
\$ 39.50 Total \$
MARK GAINES, Judge of Probate
200562/2780 BESS