

WHEN RECORDED MAIL TO:

Amenish Bank



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20053341404390

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

(Seal)

07049397333

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated December 13, 2005, is made and executed between JON D. HUEY, whose address is 5433 HICKORY RIDGE DR, BIRMINGHAM, AL 35242 and JOAN F. HUEY, whose address is 5433 HICKORY RIDGE DR, BIRMINGHAM, AL 35242; 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 October 18, 1999 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED 10-28-1999 INSTRUMENT NUMBER 1999-44372 AND MODIFIED 10-26-2005 RECORDED 11-18-2005 INSTRUMENT NUMBER 20051118000602290 AND MODIFIED 12-13-2005.

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 5433 HICKORY RIDGE DR, BIRMINGHAM, AL 35242.

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 \$65,000.

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 DECEMBER 13, 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:

JON D. H

LENDER:

Authorized Signer

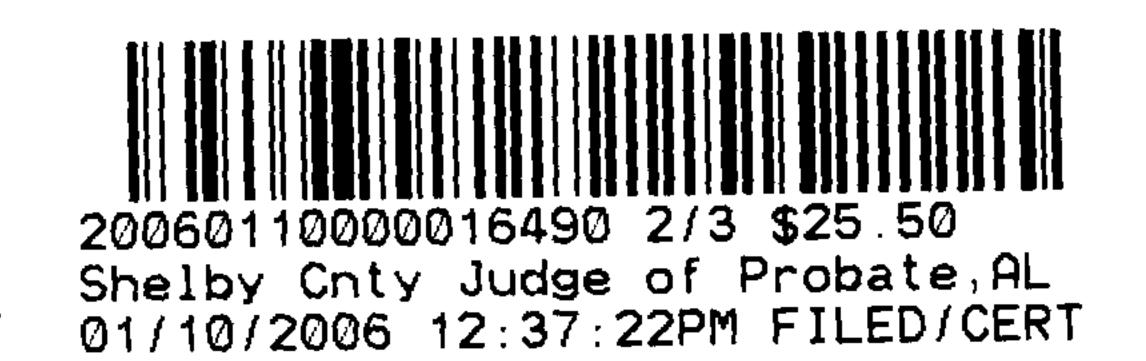
AMSQUTH BANK

This Modification of Mortgage prepared by:

Name: LAURAL MESSNER Address: P.O. BOX 830721

(Seal)

City, State, ZIP: BIRMINGHAM, AL 35283



MODIFICATION OF MORTGAGE (Continued)

INDIVIDUAL ACKNOWLEDGMENT) SS I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that JON D. HUEY and JOAN F. HUEY, 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 My commission expires MtDall 28,209 LENDER ACKNOWLEDGMENT COUNTY OF BY SOURTH I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that

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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

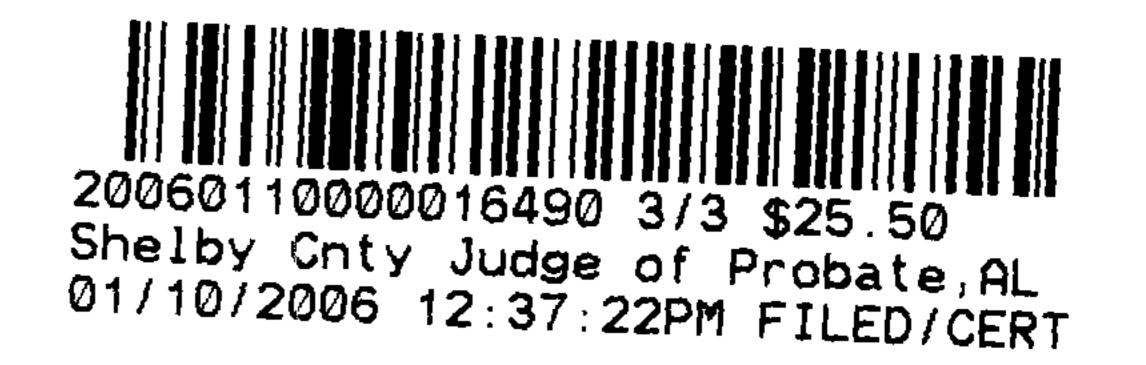
full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this

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

 \cdot . \cdot .

Notary Public



F3534299

SCHEDULE A

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

LOT 85, ACCORDING TO THE SURVEY OF HICKORY RIDGE, RECORDED IN MAP BOOK 11 PAGE 79, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

KNOWN: 5433 HICKORY RIDGE DR

PARCEL: 106140005085000