20060215000076660 1/3 $106.25
Shelby Cnty Judge of Probate,AL
02/15/2006 02:55:27PM FILED/CERT

WHEN RECORDED MAIL TO:

HENSON, ALFRED

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

0704 9982 8046

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

2005355150922O

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated January 30, 2006, is made and executed between ALFRED HENSON, whose address is 3041 SOMERSET TRCE, BIRMINGHAM, AL 35242 and MICHELLE K. HENSON, whose address is 3041 SOMERSET TRCE, BIRMINGHAM, AL 35242; husband and wife (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 July 18, 2002 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED ON 08-02-2002 IN THE OFFICE OF THE JUDGE OF PROBATE FOR SHELBY COUNTY, ALABAMA IN INSTRUMENT NUMBER 20020802000361330 AND MODIFIED ON 01-30-2006.

REAL PROPERTY DESCRIPTION. The Mortgage covers the following described real property located in SHELBY County, State of Alabama:

See SCHEDULE 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 3041 SOMERSET TRCE, 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 $40,500.00 to $100,000.00.

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 JANUARY 30, 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 _____ (Seal)
ALFRED HENSON

X _____ (Seal)
MICHELLE K. HENSON

LENDER:

AMSOUTH BANK

X _____ (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

Name: CHRISTY HARDIN
Address: P.O. BOX 830721
City, State, ZIP: BIRMINGHAM, AL 35283

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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 **ALFRED HENSON and MICHELLE K. HENSON, 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 30 **day of** January, 20 06.

Notary Public

My commission expires MY COMMISSION EXPIRES OCTOBER 15, 2008

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 Jonna Gaddis 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 30 **day of** January, 20 06.

Notary Public

My commission expires MY COMMISSION EXPIRES OCTOBER 15, 2008

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SCHEDULE A

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

LOT 1163, ACCORDING TO THE SURVEY OF BROOK HIGHLAND 11TH SECTOR PHASE 2, RECORDED IN MAP BOOK 22 PAGE 36, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

KNOWN: 3041 SOMERSET TRCE

PARCEL: 039300002001134