



20060327000141370 1/3 \$39.50
Shelby Cnty Judge of Probate, AL
03/27/2006 12:48:31PM FILED/CERT

WHEN RECORDED MAIL TO:



Record and Return To:
United General Title Ins
Fiserv-600A N. John Rodes Blvd
Melbourne, FL 32934

BENSON, BETTIE J AKA

20060381829470/071100177948

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated March 13, 2006, is made and executed between **BETTIE J BENSON** a/k/a **BETTIE JANE BENSON**, whose address is **4242 26 HWY, COLUMBIANA, AL 350513607**; unmarried (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 November 17, 2004 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED ON 12-22-2004 IN THE OFFICE OF THE JUDGE OF PROBATE FOR SHELBY COUNTY, ALABAMA INSTR # 20041222000698730.

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 **4242 26 HWY, COLUMBIANA, AL 350510000.**

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 \$30000 to \$45000.

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 MARCH 13, 2006.

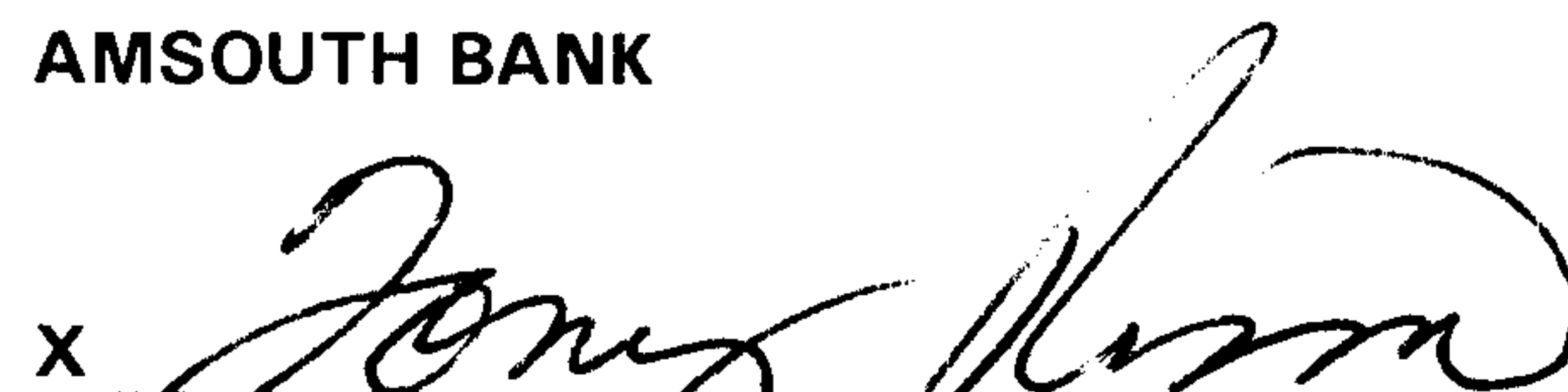
THIS MODIFICATION IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS MODIFICATION IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.

GRANTOR:

X  (Seal)
BETTIE J BENSON

LENDER:

AMSOUTH BANK

X  (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

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



**MODIFICATION OF MORTGAGE
(Continued)**

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 **BETTIE J BENSON, unmarried**, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said Modification, he or she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 13 day of March, 20 06.

Louis A. [Signature]
Notary Public

My commission expires 12-22-09

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 _____ 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 13 day of March, 20 06.

[Signature]
Notary Public

My commission expires 4/9/06



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SCHEDULE "A"

THE FOLLOWING DESCRIBED REAL ESTATE IN SHELBY COUNTY, STATE OF ALABAMA TO-WIT:

A PART OF THE NW-1/4 OF THE SE-1/4 OF SECTION 14, TOWNSHIP 21, RANGE 2 WEST, SHELBY COUNTY, ALABAMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT A POINT WHERE THE EASTERN BOUNDARY OF THE NW 1/4 OF SAID SECTION 14 IS INTERSECTED BY THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF SHELBY COUNTY HIGHWAY NO. 26; THENCE RUN IN A SOUTHERLY DIRECTION ALONG THE EASTERN BOUNDARY AND SAID 1/4 - 1/4 SECTION A DISTANCE OF 210 FEET TO A POINT; THENCE TURN TO THE RIGHT AND ANGLE OF 90 DEG. AND RUN WESTERLY A DISTANCE OF 210 FEET TO A POINT; THENCE TURN TO THE RIGHT AN ANGLE OF 90 DEG. AND RUN NORTHERLY PARALLEL WITH THE EASTERN BOUNDARY OF SAID 1/4- 1/4 SECTION TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF SHELBY COUNTY HIGHWAY NO. 26; THENCE TURN TO THE RIGHT AND RUN EASTERLY AND SOUTHEASTERLY ALONG THE SOUTHERN RIGHT-OF-WAY LINE OF SAID SHELBY COUNTY HIGHWAY NO. 26 TO THE POINT OF BEGINNING, CONTAINING 1 ACRE, MORE OR LESS.

KNOWN: 4242 26 HWY

PARCEL: 226140000040000