20060414000175150 1/3 $26.50
Shelby Cnty Judge of Probate,AL
04/14/2006 01:19:00PM FILED/CERT

WHEN RECORDED MAIL TO:

ELKINS, MARC G

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

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

20060618011 30
0704995815 79

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated March 27, 2006, is made and executed between MARC G ELKINS, whose address is 1223 EAGLE RD PK, BIRMINGHAM, AL 352426953 and LYNN ELKINS, A/K/A LAURA L ELKINS, whose address is 1223 EAGLE RD PK, BIRMINGHAM, AL 352426953; husband and wife (referred to below as "Grantor") and AmSouth Bank, whose address is 341 Summit Boulevard, Birmingham, AL 35243 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated June 11, 2001 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED ON IN THE OFFICE OF THE JUDGE OF PROBATE FOR SHELBY COUNTY, ALABAMA IN BOOK 2001 PAGE 261145 AND RERECORDED ON 08-22-2003 IN INSTRUMENT 20030822000557610.

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 1223 EAGLE PARK RD, 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 $35,000.00 to $40,000.00.

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 MARCH 27, 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)
MARC G ELKINS

X _____ (Seal)
LYNN ELKINS

LENDER:

AMSOUTH BANK

X _____ (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

Name: Jamie Ortino
Address: P.O. BOX 830721
City, State, ZIP: BIRMINGHAM, AL 35283

20060414000175150 2/3 $26.50
Shelby Cnty Judge of Probate, AL
04/14/2006 01:19:00PM FILED/CERT

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 **MARC G ELKINS and LYNN ELKINS, 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 27 **day of** March, 2006.

Paul Yother
Notary Public

PAUL YOTHER
NOTARY PUBLIC
ALABAMA STATE AT LARGE
MY COMMISSION EXPIRES
MARCH 24, 2008

My commission expires

LENDER ACKNOWLEDGMENT

STATE OF Alabama)
) SS
COUNTY OF At large)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Amy Roberts Amsouth Bank 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 _____ **day of** _____, 20____.

Wendy Johnson
Notary Public

WENDY JOHNSON
NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: DEC. 14, 2008

My commission expires

LASER PRO Lending, Ver. 5.27.00.005 Copr. Harland Financial Solutions, Inc. 1997, 2006. All Rights Reserved. - AL D:\SYSAPPS\LASERPRO\CFI\LPL\G201.FC TR-244695 PR-122

20060414000175150 3/3 $26.50
Shelby Cnty Judge of Probate, AL
04/14/2006 01:19:00PM FILED/CERT

G0892734

SCHEDULE A

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

LOT 74, ACCORDING TO THE SURVEY OF EAGLE POINT 12TH SECTOR PHASE 2, RECORDED IN MAP BOOK 23 PAGE 82, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

KNOWN: 1223 EAGLE PARK RD

PARCEL: 093050006009000