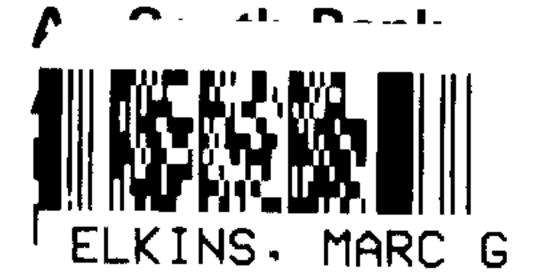


WHEN RECORDED MAIL TO:



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

20060661801130

(Seal)

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.

ELKINS

LYNN

GRANTOR:

MARC G ELKINS

LENDER:

AMSOUTH BANK

Authorized Signer

This Modification of Mortgage prepared by:

Name: Jamie Ortino

Address: P.O. BOX 830721

(Seal)

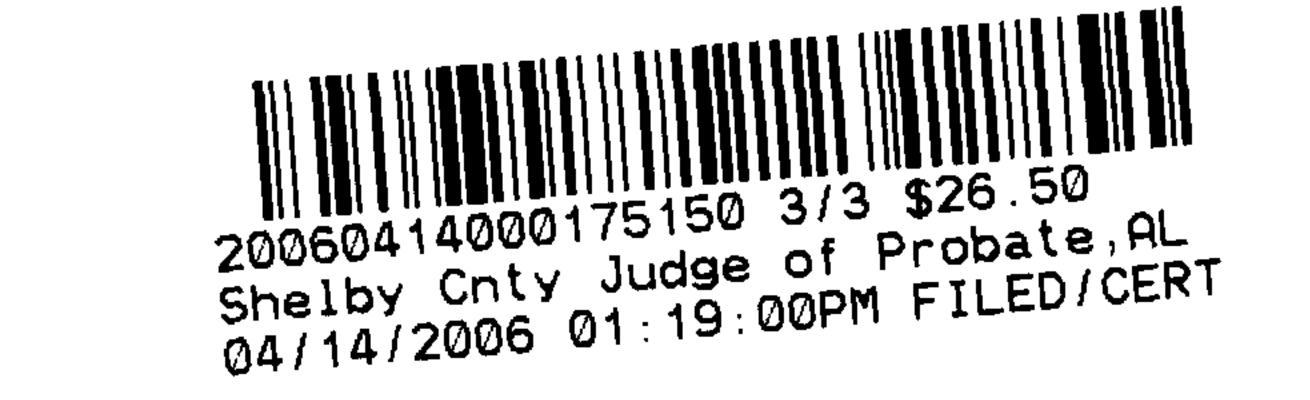
City, State, ZIP: BIRMINGHAM, AL 35283

MODIFICATION OF MORTGAGE (Continued)

Page 2

INDIVIDUAL ACKNOWLEDGMENT

STATE OF ALCOGNA	}
) SS
COUNTY OF JOHN 501)
I, the undersigned authority, a Notary Public in and for said husband and wife, whose names are signed to the foregoing being informed of the contents of said Modification, they execute Given under my hand and official seal this	id county in said state, hereby certify that MARC G ELKINS and LYNN ELKINS g instrument, and who are known to me, acknowledged before me on this day that ecuted the same voluntarily on the day the same bears date. $\frac{day \text{ of } MCCC}{day}$
	1 - 1 - 1 = 1
PAUL YOTHER NOTARY PUBLIC My commission expires ALABAMA STATE AT LARGE MY COMMISSION EXPIRES MARCH 24, 2008	Notary Public
LENDER ACKNOWLEDGMENT	
STATE OF Alabama	
COUNTY OF HOLD) SS)
	corporation, is signed to the foregoing Modification and who is known to me If the contents of said Modification of Mortgage, he or she, as such officer and wit
Given under my hand and official seal this	day of
WENDY JOHNSON WENDY JOHNSON NOTARY PUBLIC STATE OF ALABAMA AT LARGE NOTARY PUBLIC STATE OF ALABAMA AT LARGE	Notary Public



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