

LYSTLUND, GEORGE R

Record and Return To: Fisery Lending Solutions 600A N.JohnRodes Blvd MELBOURNE, FL 32934

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

070499874842 20043491509130

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated December 22, 2006, is made and executed between GEORGE R LYSTLUND, whose address is 4004 FALLISTON DR, HELENA, AL 350807127; JUDITH A LYSTLUND, whose address is 4004 FALLISTON DR, HELENA, AL 350807127; husband and wife (referred to below as "Grantor") and Regions Bank, doing business as AmSouth Bank, whose address is 4915 Highway 17, Helena, AL 35080 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated October 24, 2002 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED ON 11-07-2002 IN THE OFFICE OF THE JUDGE OF PROBATE FOR SHELBY COUNTY, ALABAMA INST # 20021107000555470.

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 4004 FALLISTON DRIVE, HELENA, AL 350800000.

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 \$42900 to \$72900.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain which anged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lepder 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 22, 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

LENDER:

REGIONS BANK, DOING BUSINESS AS AMSOUTH BANK

Authorized Signer

_(Seal)

This Modification of Mortgage prepared by:

Name: Kyeshia Skinner Address: P.O. BOX 830721

City, State, ZIP: BIRMINGHAM, AL 35283

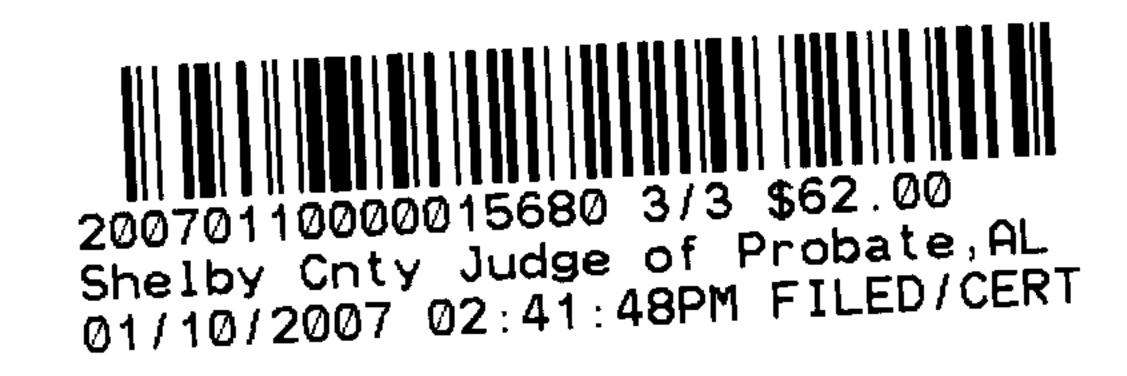
MODIFICATION OF MORTGAGE (Continued)

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INDIVIDUAL ACKNOWLEDGMENT

| STATE OF Alabama | |
|--|---|
| COUNTY OF Shelby | SS |
| I, the undersigned authority, a Notary Public in and for said county in LYSTLUND, husband and wife, whose names are signed to the foregothis day that, being informed of the contents of said Modification, they do not not not not not not not not not no | executed the same voluntarily on the day the same bears date. |
| My Commission Expires September 13, 2009 My commission expires | Notary Public |
| LENDER ACKNOWLEDGMENT | |
| STATE OF Mabama | |
| · · · · · · · · · · · · · · · · · · · | SS |
| country of Shelby | |
| I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that | |
| My Commission Expires | Notary Public |
| September 13, 2009 My commission expires | |

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G3621145

SCHEDULE A

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

LOT 43, ACCORDING TO THE SURVEY OF FALLISTON SECTOR 3, PHASE 1, AS RECORDED IN MAP BOOK 20 PAGE 140, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

KNOWN: 4004 FALLISTON DR

PARCEL: 13-5-21-1-002-043-000