20070410000164800 1/3 $57.00
Shelby Cnty Judge of Probate,AL
04/10/2007 01:18:30PM FILED/CERT

WHEN RECORDED MAIL TO:

BRANTLEY, MILDRED A

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

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

3990704999956O

MODIFICATION OF MORTGAGE

20070441020320

THIS MODIFICATION OF MORTGAGE dated March 9, 2007, is made and executed between MILDRED A BRANTLEY, whose address is 76 SHADY LN, FREEPORT, FL 32439; RICHARD E BRANTLEY, whose address is 76 SHADY LN, FREEPORT, FL 32439; wife and husband (referred to below as "Grantor") and Regions Bank, doing business as AmSouth Bank, whose address is 2298 West Highway 30-A, Unit #3, Santa Rosa Beach, FL 32459 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated March 28, 2003 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED 04/10/03 IN THE OFFICE OF THE JUDGE OF PROBATE FOR SHELBY COUNTY AL INSTRUMENT 20030410000218640 AND MODIFED 08/31/05 AND RECORDED 10/05/05 INSTRUMENT 20051005000518400.

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 1209 BRANTLEY HILL RD, PELHAM, AL 35214.

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 $45,000 to $71,000.

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 9, 2007.

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)
MILDRED A BRANTLEY

X _____ (Seal)
RICHARD E BRANTLEY

LENDER:

REGIONS BANK, DOING BUSINESS AS AMSOUTH BANK

X _____ (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

Name: Cara Barley
Address: P.O. BOX 830721
City, State, ZIP: BIRMINGHAM, AL 35283

20070410000164800 2/3 $57.00
Shelby Cnty Judge of Probate,AL
04/10/2007 01:18:30PM FILED/CERT

INDIVIDUAL ACKNOWLEDGMENT

LATISHA T. OGLESBY
Notary Public - State of Florida
My Commission Expires Oct 31, 2008
Commission # DD 367468
Bonded By National Notary Assn.

STATE OF Florida)
) SS
COUNTY OF Walton)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **MILDRED A BRANTLEY and RICHARD E BRANTLEY, wife and husband,** 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 9th **day of** March, 20 07.

Latisha T Ogleby
Notary Public

My commission expires 10/31/08

LENDER ACKNOWLEDGMENT

STATE OF Florida)
) SS
COUNTY OF Walton)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Latisha Ogleby of Hamsouth 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 9 **day of** March, 2007.

Kathy Carl
Notary Public

My commission expires

KATHY CARL
MY COMMISSION # DD 245826
EXPIRES: Aug. 28, 2007
Bonded Thru Notary Public Underwriters

LASER PRO Lending, Ver. 5.35.00.004 Copr. Harland Financial Solutions, Inc. 1997, 2007. All Rights Reserved. - AL/FL S:\SYSAPPS\LaserPro\CFI\CFI\LPL\G201.FC TR-324010 PR-152

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Shelby Cnty Judge of Probate, AL
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SCHEDULE "A"

A PARCEL OF LAND IN THE SE ¼ OF THE SE ¼ OF SECTION 11, TOWNSHIP 20 SOUTH, RANGE 3 WEST, SHELBY COUNTY, ALABAMA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF LOT 13, BLOCK 4 OF BROOKFIELD, SECOND SECTOR AS RECORDED IN MAP BOOK 6, PAGE 16 IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA,

THENCE RUN NORTH 88 DEG. 10 MIN. 51 SEC. EAST ALONG THE SOUTH LINE OF SAID SECTION 11 A DISTANCE OF 174.00 FEET TO THE POINT OF BEGINNING:
THENCE RUN NORTH 01 DEG. 22 MIN. 50 SEC. WEST A DISTANCE OF 36.74 FEET,
THENCE RUN NORTH 52 DEG. 29 MIN. 32 SEC. EAST A DISTACNE OF 36.82 FEET TO A UTILITY POLE,
THENCE RUN NORTH 17 DEG. 02 MIN. 48 SEC. EAST A DISTANCE OF 47.00 FEET TO A WATER METER,
THENCE RUN NORTH 06 DEG. 53 MIN. 35 SEC. EAST A DISTANCE OF 57.60 FEET,
THENCE RUN NORTH 68 DEG. 35 MIN. 09 SEC. EAST A DISTANCE OF 30.00 FEET TO THE CORNER OF A CHAIN LINK FENCE,
THENCE RUN SOUTH 60 DEG. 46 MIN. 42 SEC. EAST A DISTANCE OF 124.75 FEET,
THENCE RUN SOUTH 07 DEG. 21 MIN. 03 SEC. WEST A DISTANCE OF 37.83 FEET,
THENCE RUN SOUTH 69 DEG. 18 MIN. 51 SEC. WEST A DISTANCE OF 55.73 FEET,
THENCE RUN SOUTH 88 DEG. 10 MIN. 51 SEC. WEST A DISTANCE OF 50.00 FEET,
THENCE RUN SOUTH 01 DEG. 49 MIN. 09 SEC. EAST A DISTANCE OF 50.00 FEET TO A POINT ON THE SOUTH LINE OF SAID SECTION 11,
THENCE RUN SOUTH 88 DEG. 10 MIN, 51 SEC. WEST A DISTANCE OF 80.49 FEET ALONG SAID SECTION LINE TO THE POINT OF BEGINNING.

KNOWN: **1209 BRANTLEY HILL RD**

PARCEL: **131114004041004**