

6-6
WHEN RECORDED MAIL TO:

AmSouth Bank
Attn: Sheila Cook
P.O. Box 830734
Birmingham, AL 35283

2003 1151551210
070499952010
SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated June 5, 2003, is made and executed between **DEBORAH GIANNONI - JACKSON**, whose address is **204 BEAVER CREST CIRCLE, PELHAM, AL 35124**; unmarried (referred to below as "Grantor") and **AmSouth Bank**, whose address is **1 Independence Plaza, Homewood, AL 35209** (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated March 31, 2003 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

ORIGINAL RECORDING : INSTRUMENT 20030411000221340 PAGE 1-6 04/11/03 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

REAL PROPERTY DESCRIPTION. The Mortgage covers the following described real property located in SHELBY County, State of Alabama:

See 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 204 BEAVER CREST CIRCLE, PELHAM, AL 35124.

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 \$ 30,000 to \$ 40,000.

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 JUNE 5, 2003.

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)
DEBORAH GIANNONI - JACKSON, Individually

LENDER:

X  (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

Name: KERRI LINLEY
Address: P.O. BOX 830721
City, State, ZIP: BIRMINGHAM, AL 35283

MODIFICATION OF MORTGAGE
(Continued)

Page 2

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 **DEBORAH GIANNONI - JACKSON, 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 5 day of June, 2003.

[Signature]
Notary Public

My commission expires 2-24-06

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 a corporation, is signed to the foregoing and who is known to me, acknowledged before me on this day that, being informed of the contents of said, 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 6th day of June, 2006.

[Signature]
Notary Public

MY COMMISSION EXPIRES
December 11, 2006

My commission expires

Exhibit 'A'

LOT 39 AND PART OF 40, BEAVER CREEK PRESERVE, THIRD SECTOR, AS RECORDED IN MAP VOLUME 27, PAGE 91, IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA, SAID PART OF LOT 40 BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS; BEGINNING AT IN EXISTING IRON REBAR BEING THE LOCAL ACCEPTED NORTHEAST CORNER OF LOT 40 AND RUN IN A SOUTHEASTERLY DIRECTION ALONG THE EAST LINE OF SAID LOT 40 FOR A DISTAIN OF 47.0 FEET TO AN EXISTING IRON REBAR SET BY LAURENCE D. WEYGAND; THENCE TURN AN ANGLE TO THE RIGHT OF 168 DEGREES 25 MINUTES 50 SECONDS AND RUN IN THE A NORTHWESTERLY DIRECTION FOR A DISTANCE OF 49.38 FEET TO AN EXISTING IRON REBAR SET BY LAURENCE D. WEYGAND AND BEING ON THE NORTH LINE OF SAID LOT 40 AND BEING 10.0 FEET WEST OF THE POINT OF BEGINNING; THENCE WITH AN ANGLE TO THE RIGHT OF 109 DEGREES 30 MINUTES 15 SECONDS AND RUN IN A NORTHEASTERLY DIRECTION ALONG THE NORTH LINE OF SAID LOT 40 FOR A DISTANCE OF 10.0 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

The Real Property or its address is commonly known as 204 BEAVER CREST CIR, PELHAM, AL 35124.