

(Seal)

WHEN RECORDED MAIL TO:

WALCHEK, ERICH E

Record and Return To: Integrated Loan Services 600-A N John Rodes Blvd. Melbourne, FL 32934

> 2005 881223 SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY 27300000561S 47.00

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated July 15, 2005, is made and executed between ERICH E WALCHEK, whose address is 2533 MAGNOLIA PL, BIRMINGHAM, AL 35242 and DANA M WALCHEK, whose address is 2533 MAGNOLIA PL, BIRMINGHAM, AL 35242; husband and wife (referred to below as "Grantor") and AmSouth Bank, whose address is 200 Corporate Ridge North, Birmingham, AL 35242 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated June 6, 2005 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED 07-05-2005 IN SHELBY COUNTY, ALABAMA, INSTRUMENT #20050705000332410; AND MODIFIED ON 07-15-2005.

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 2533 MAGNOLIA PL, 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 \$30,000.00 to \$50,000.00.

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 JULY 15, 2005.

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:

ERICH E WALCHEK

(Seal)

LENDER:

AMSOUTH BANK

Authorized Signer

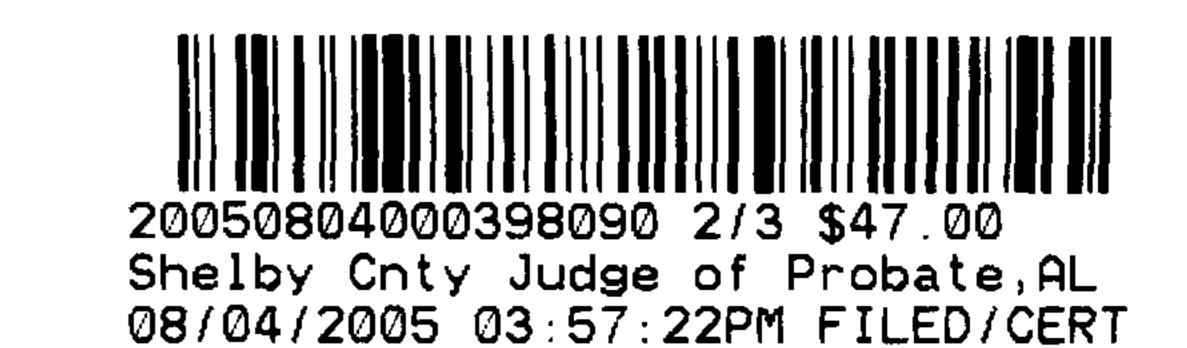
(Seal)

This Modification of Mortgage prepared by:

Name: MICHAEL TANONE Address: P.O. BOX 830721

City, State, ZIP: BIRMINGHAM, AL 35283

MODIFICATION OF MORTGAGE (Continued)



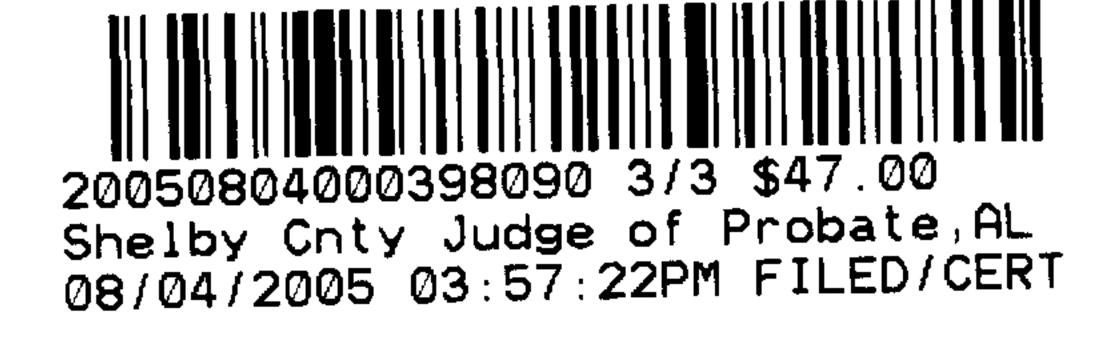
Notary Public

INDIVIDUAL ACKNOWLEDGMENT STATE OF Alahama) SS COUNTY OF Shellon I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that ERICH E WALCHEK and DANA M WALCHEK, 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 ___ day of ___ My commission expires MY COMMISSION EXPIRES OCTOBER 15, 2008 LENDER ACKNOWLEDGMENT STATE OF Glabana SS **COUNTY OF** I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Ba 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 05

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MY COMMISSION EXPIRES OCTOBER 15, 2008

My commission expires



F2004713

SCHEDULE A

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

LOT 69, ACCORDING TO THE SURVEY OF MAGNOLIAS AT BROOK HIGHLAND, RECORDED IN MAP BOOK 13 PAGE 102A & B, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

KNOWN: 2533 MAGNOLIA PL

PARCEL: 039310003069000